CITY OF SPOKANE

REGARDING CITY COUNCIL MEETINGS

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

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the September 30, 2024, 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 September 30, 2024:

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 249 250 76017; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 248 524 67772; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 249 143 67432; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, September 27, 2024, and ending at 6:00 p.m. on Monday, September 30, 2024, via the online testimony sign-up form link which can be accessed by clicking https://forms.gle/Vd7n381x3seaL1NW6 or in person outside council chambers beginning at 8:00 a.m. on September 30, 2024. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and not relating to the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall 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).

CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

1. **No Clapping!**
2. **No Cheering!**
3. **No Booing!**
4. **No public outbursts!**
5. **Two-minute time limit for comments made during open forum, and three-minute time limit on public testimony regarding legislative items!**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

A. After the conclusion of all legislative business, the council shall recess briefly and then convene for an open forum, unless a majority of council members vote otherwise. The open forum shall have twenty (20) spaces available. 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 that calendar month. The council shall conclude open forum after twenty (20) speakers unless a majority of council members vote to allow additional speakers. The city clerk and other staff shall not be required to remain in attendance during the open forum. Nothing in this Rule 2.2 shall be deemed to require open forum or the legislative session to continue after 10:00 p.m., or to require open forum during a council "Town Hall" meeting contrary to Rule 2.14.F.

B. Members of the public can sign up for open forum beginning no later than 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 or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign themselves in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will be added to the list of speakers at the discretion of the chair, or their designee. The order of the speakers will be determined at the discretion of the chair, taking into account any special accommodations for persons of limited English proficiency as provided in Rule 2.2.F below. Each speaker shall be limited to no more than two (2) minutes unless a majority of the council members in attendance vote on an alternate time limit.

C. No action, other than a statement of council members' intent to address the matter in the future, points of order, or points of information will be taken by council members during an open forum.

D. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the city. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Absent permission of the chair, no person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Legal or personal matters between private parties that do not impact the governance of the City of Spokane are not a permissible topic of open forum testimony.

E. No person shall be permitted to display visual information during open forum, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncil2@spokanecity.org. Individuals speaking during open forum shall address their comments to the council president, and speakers as well as members of the audience shall comply with Rule 2.15 (Participation by Members of the Public in Council Meetings).

F. Participation of individuals with limited English language proficiency in open forum shall be accommodated to the extent set forth in Rule 2.15.J.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.

B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

The council encourages public participation in the legislative process. Council meetings shall be conducted in a manner that provides the opportunity for all attendees to hear, see and participate in the proceedings to the extent provided in these Rules and applicable city, state, and federal law. Speech or conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of any council meeting is prohibited. In addition to these general principles governing public participation, the following specific rules apply:

A. Members of the public may address the council regarding the following items during the council's legislative session: the consent agenda as a whole, all first reading ordinances together (with the exception of first reading ordinances associated with hearings, which shall be taken separately), final readings of regular and special budget ordinances, emergency ordinances, hearing items, special considerations, and other items before the city council requiring council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during open forum.

B. 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 city of residence as a condition of recognition. Council members must be recognized by the chair for the purpose of obtaining the floor.

C. Each person speaking in a public council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.

D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the clerk.

E. Those who wish to provide commentary but do not wish to give verbal comments at the podium may provide written comments to the council via letter or electronic mail.

F. No person shall be permitted to conduct demonstrations, display banners, hold signs, applaud or boo speakers, use profanity, vulgar language or obscene speech, yell or make comments that attack or verbally insult any individual, or engage in other such disorderly conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of the proceedings.

G. Standing is permitted so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when standing.

H. A speaker asserting a statement of fact may be asked by a council member to document and identify the sources of the factual datum being asserted.

I. When addressing the council, members of the public shall direct all remarks to the council president, shall refrain from remarks directed personally to any council member or any other individual, and shall confine remarks to the matters that are specifically before the council at that time.

J. City employees or city officials (including members of city boards and commissions) may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:

1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
3. Do not use, or be perceived to use, city funds, including giving testimony during paid work time or while in uniform; or city property, including using a city-issued computer or cell phone, in giving testimony.

K. When any person, including members of the public, city staff, and others, are addressing the council, council members shall observe the same decorum and process as the rules require among the members *inter se*. That is, a council member shall not engage the person addressing the council in colloquy but shall speak only when granted the floor by the council president. All persons and/or council members shall not interrupt one another. The duty of mutual respect and avoiding unlawful harassment set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, Newly Revised*, shall extend to all speakers before the city council. The city council's policy advisor and/or a city attorney shall, with the assistance of council staff, assist the council president to ensure that all individuals desiring to speak shall be identified,

appropriately recognized, and provided the opportunity to speak. All persons attending city council meetings or city council sponsored meetings shall refrain from harassing other attendees or risk being removed and/or prohibited from attending future meetings.

L. The city council intends to fully comply with chapter 18.11 SMC, Language Access in Municipal Proceedings. Rules regarding participation of individuals in council proceedings, including legislative sessions and open forum, shall be deemed amended to conform to any Language Access Plan adopted by the council pursuant to SMC 18.11.030. Except as otherwise provided in an adopted Language Access Plan, individuals with limited English language proficiency are encouraged to contact the council office director at least five (5) days prior to a scheduled legislative session for assistance with the signing up to testify or to arrange translation or interpretation assistance.

M. City council legislative sessions are regularly video and audio recorded and available online (https://vimeo.com/spokanecitycouncil). Members of the public may also photograph or film council proceedings so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when photographing or recording. No flash photography or other lighting is permitted.

N. RCW 42.17A.555 generally prohibits the use of city facilities for electioneering. Therefore, no person may use the council meeting or facilities for the purpose of assisting a campaign for election of any person to any office, or for the promotion of or opposition to any ballot proposition. In this context, the term “facilities” includes council chambers, the council gallery and the speaking opportunities available through the public comment and open forum procedures set forth in these rules.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

A. Members of the public can sign up to give testimony beginning no later than 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 online testimony sign-up form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.

B. The city council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker. The chair, absent a majority vote of the council, has the authority to lower the three (3) minutes per speaker time limit by announcing the new, lower time limit at the legislative session. 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. Testimony on a legislative item deferred to a future date certain shall be taken on the future date, unless testimony on the date of deferral is allowed by the Council President.

C. No public testimony shall be taken on oral amendments to consent or legislative agenda items, votes to override a mayoral veto, or solely procedural, parliamentary, or administrative matters of the council.

D. Public testimony will be taken on consent and legislative items that are moved to council’s regular briefing session or study session unless a majority of council votes otherwise during the meeting in which the items are moved.

E. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the council president:

1. Following an assessment by the chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the chair shall, in the absence of objection by the majority of the council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:

   a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.

   b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent’s presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.

   c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to

speak on behalf of the proponent's position.

d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.

e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.

f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.

2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.

3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the chair may grant the same procedural and time allowances to each group or groups, as stated previously.

4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.

F. The time taken for staff or council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

G. No person shall be permitted to display visual information during their testimony, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncil2spokanecity.org.

H. In addition to in-person or remote verbal testimony, testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all council members, or via the contact form on the council's website.[1]

[1] https://my.spokanecity.org/citycouncil/members/

THE CITY OF SPOKANE

ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, SEPTEMBER 30, 2024

MISSION STATEMENT

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

MAYOR LISA BROWN
COUNCIL PRESIDENT BETSY WILKERSON
COUNCIL MEMBER JONATHAN BINGLE
COUNCIL MEMBER PAUL DILLON
COUNCIL MEMBER LILI NAVARRETE
COUNCIL MEMBER MICHAEL CATHCART
COUNCIL MEMBER KITTY KLITZKE
COUNCIL MEMBER ZACK ZAPPONE

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

LAND ACKNOWLEDGEMENT

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

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

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

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

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

BRIEFING AND LEGISLATIVE SESSIONS

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be 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 BRIEFING 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

- **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 city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.**
- **Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.**
- **Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk. (If you are submitting letters or 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.)**
- **In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be 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 participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.**

SPEAKING TIME LIMITS: Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a two-minute speaking time during Open Forum and a three-minute speaking time for other matters. 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, including veto overrides.

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

BRIEFING SESSION

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

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

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

APPROVAL BY MOTION OF THE ADVANCE AGENDA

CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)

EXECUTIVE SESSION

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

LEGISLATIVE SESSION

(6:00 P.M.)
(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

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	
Ethics Commission: One Appointment	Confirm	CPR 2006-0042

CONSENT AGENDA

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

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

REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1. Value Blanket Renewals with:	Approve All	
a. Western Systems Inc. (Everett, WA) for the purchase of traffic signal control cabinets—not to exceed $219,021.94.		OPR 2022-0617 ITB 5693-22
b. Valmont Industries (Valley, NE) to purchase signal standards—not to exceed $255,000 (incl. tax).		OPR 2022-0618 ITB 5680-22
(Council Sponsor: Council President Wilkerson and Council Members Bingle and Klitzke) Clint Harris		
2. Purchase from Ferguson Waterworks (Spokane Valley, WA) of ¾-inch and 1-inch copper pipe for the Water Department—$98,377.95 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) Loren Searl	Approve	OPR 2024-0820 RFQ 6227-24

3.	**Administrative reserve increase and Contract Change Orders for the contract with Max J Kuney Company for the Upriver Dam Spillway Rehabilitation Phase 3 project due to additional required repairs—increase of $1,919,000. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)** **Loren Searl**	**Approve**	**OPR 2023-1120** **ENG 2022081**
4.	**Value Blanket Renewal 4 of 4 with Helfrich Brothers Boiler Works Inc. (Lawrence, MA) for the purchase of boiler tubes for use at the Waste to Energy Facility from November 1, 2024, through October 31, 2025—not to exceed $1,000,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)** **David Paine**	**Approve**	**OPR 2020-0670** **ITB 5313-20**
5.	**Value Blanket Renewal 2 of 4 with Dykman (Spokane Valley, WA) for the as-needed purchase of variable frequency drives (VFD's) for use at the Waste to Energy Facility from December 15, 2024, through December 14, 2025—not to exceed $80,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)** **David Paine**	**Approve**	**OPR 2022-0900** **RFQ 5760-22**
6.	**One-year Value Blankets for the as-needed purchase of belt conveyor parts for use at the Waste to Energy Facility from October 15, 2024, through October 14, 2025, with:**	**Approve All**	**RFQ 6216-24**
	a. Motion Industries (Sunrise, FL)—not to exceed $65,000 (plus tax).		**OPR 2024-0821**
	b. Thomas Conveyor (Burleson, TX)—not to exceed $45,000 (plus tax).		**OPR 2024-0822**
	(Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) **David Paine**		
7.	**Five-year Value Blanket with WEMCO, Inc. (Spokane) for the as-needed purchase of spare electrical parts for the cranes at the Waste to Energy Facility from November 15, 2024, through November 14, 2029—not to exceed $350,000 (plus tax) ($70,000 annually). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)** **David Paine**	**Approve**	**OPR 2024-0823** **ITB 6197-24**
8.	**Purchase from The Babcock and Wilcox Company (Napa, CA) gas burner boiler parts for use at the Waste to Energy Facility—$92,979 (plus tax). (Council**	**Approve**	**OPR 2024-0824** **RFQ 6055-24**

	Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) **David Paine**		
9.	**Contract Renewal 4 of 4 with Foust Fabrication Co. (Colville, WA) for as-needed offsite grapple repairs for the Waste to Energy Facility from December 1, 2024, through November 30, 2025—not to exceed $95,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)** **David Paine**	**Approve**	**OPR 2020-0866** **ITB 5342-20**
10.	**Contract Renewal 3 of 4 with Arrow Concrete & Asphalt Specialties, Inc. (Spokane Valley, WA) for as-needed road repair services for the Waste to Energy Facility from September 1, 2024, through August 31, 2025—not to exceed $45,000 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)** **David Paine**	**Approve**	**OPR 2021-0548** **PW ITB 5472-21**
11.	**Consultant Agreement Renewal with HDR Engineering, Inc. (Spokane) for Ecology required NPDES permit studies and support services for the Riverside Park Water Reclamation Facility from September 1, 2024, through December 31, 2026—$146,242. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)** **Raylene Gennett**	**Approve**	**OPR 2023-0898** **RFQu 5914-23**
12.	**Recommendation to list the following on the Spokane Register of Historic Places:**	**Approve All & Auth. Mgmt. Agreements**	
	a. The Hotel Collins located at 701 W. 2nd Avenue.		**OPR 2024-0825**
	b. The Cooke House & Garage located at 521 W. 27th Avenue.		**OPR 2024-0826**
	c. The Wright House & Garage located at 507 W. 14th Avenue.		**OPR 2024-0827**
	(Council Sponsors: Council Members Zappone, Bingle, and Klitzke) **Megan Duvall**		
13.	**Report of the Mayor of pending:**	**Approve & Authorize Payments**	
	a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2024, total $_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $_____.		**CPR 2024-0002**

	b. Payroll claims of previously approved obligations through _____, 2024: $_____.		CPR 2024-0003
14.	a. City Council Meeting Minutes: _____, 2024.	Approve All	CPR 2024-0013
	b. City Council Standing Committee Meeting Minutes: _____, 2024.		

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2024-0091 OPR 2024-0829	Declaring Rockwell Automation/Allen Bradley and associated software/hardware, support services and training as a sole source and thus authorizing its purchase from Columbia Electric Supply (Spokane) for a five-year period without public bidding. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) Raylene Gennett
ORD C36575	Regarding the preservation of salvageable material; amending section 08.02.031 of the Spokane Municipal Code; adopting a new chapter 15.06 to Title 15 of the Spokane Municipal Code. (Council Sponsors: Council Members Klitzke and Dillon) Adam McDaniel
ORD C36578	Relating to the recruitment of applicants to the SHRC, amending section 4.10.020 of the Spokane Municipal Code. (Council Sponsors: Council Members Navarrete, Klitzke, and Zappone) Andres Grageda
ORD C36579	Of the City of Spokane, Washington, suspending the acceptance of annual applications for amendments to the City's Comprehensive Plan until completion of the City's mandated periodic comprehensive plan update, expected to be completed and adopted in 2026. (Council Sponsors: Council Members Bingle, Zappone, and Klitzke) Spencer Gardner

FIRST READING ORDINANCES

ORD C36580 **Relating to Noise Control; amending SMC section 10.70.120 to chapter 10.70 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)**
Dan Buller

ORD C36581 **Relating to the use of composted materials in City of Spokane projects; adopting a new section 7.06.221 to Chapter 07.06 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)**
Adam McDaniel

ORD C36582 **Relating to commercial truck traffic on Nebraska Avenue and amending Section 12.08.010 of the of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Zappone)**
Jackson Deese

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At the conclusion of legislative business, the Council shall recess briefly and then hold an open public comment period for up to 20 (twenty) speakers, unless a majority of council members vote otherwise. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (https://my.spokanecity.org/citycouncil/documents/) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: https://forms.gle/Vd7n381x3seaL1NW6. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Speakers must sign themselves in using a name. 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 that calendar month. 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 Current or Advance Agendas, pending hearing items, and initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

Motion to Approve Advance Agenda for September 30, 2024
(per Council Rule 2.1.B)

ADJOURNMENT

The September 30, 2024, Regular Legislative Session of the City Council is adjourned to October 7, 2024.

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

NOTES

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 09/30/2024

Date Rec'd	9/17/2024
Clerk's File #	CPR 2006-0042
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)			
Agenda Item Name	APPOINTMENT OF JENNIFER HUFFAKER TO THE ETHICS COMMISSION		

Agenda Wording

Mayor Brown has appointed Jennifer Huffaker to the Ethics Commission for a term of June 17, 2024 - June 17, 2027.

Summary (Background)

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

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Narrative

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

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	JONES, GARRETT		
Division Director			
Accounting Manager			
Legal			
For the Mayor	JONES, GARRETT		

Distribution List	
	amcdaniel@spokanecity.org

Committee Agenda Sheet
Select Committee Name

Committee Date	September 30, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org | 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	☐ Consent ☐ Discussion Time Requested:
Agenda Item Name	Appointment of Jennifer Huffaker to the Ethics Commission
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Mayor Brown has appointed Jennifer Huffaker to the Ethics Commission for a term of June 17, 2024 – June 17, 2027. The Spokane City Council adopted the City's Code of Ethics in January of 2006 (Ordinance No. C-33785) and updated the Code of Ethics with the recognition of the Ethics Commission through the adoption of Ordinance No. C-35148 in January of 2015. The City's Code of Ethics is set forth in Chapter 1.04A of the Spokane Municipal Code and is applicable to elected and appointed officials, exempt-confidential employees and represented employees pursuant to applicable collective bargaining agreements. Per SMC 01.04A.080, the Ethics Commission is comprised of seven members appointed by the mayor and confirmed by the city council. The Ethics Commission appointees should include representatives from the following segments of the community: 1. A person with a professional or academic background in the legal profession including attorneys, law professors or members of the judiciary. 2. A person from local business with experience in human resources/personnel. 3. A person who possesses familiarity with government and the political process. 4. A person with experience in ethics.

Fiscal Impact

Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Total Cost: Click or tap here to enter text.

Current year cost:

Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Funding Source ☐ One-time ☐ Recurring ☒ N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? Click or tap here to enter text. **Expense Occurrence** ☐ One-time ☐ Recurring ☒ N/A Other budget impacts: (revenue generating, match requirements, etc.)
Operations Impacts (If N/A, please give a brief description as to why)
What impacts would the proposal have on historically excluded communities? N/A
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This appointment aligns with the requirements of SMC 01.04A.080

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/16/2024

Committee Agenda type: Consent

Council Meeting Date: 09/30/2024

Date Rec'd	9/5/2024
Clerk's File #	OPR 2022-0617
Cross Ref #	
Project #	

Submitting Dept	STREETS	**Bid #**	ITB 5693-22
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	VB
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Agenda Item Name	1100 - TRAFFIC CONTROL CABINETS VALUE BLANKET RENEWAL		

Agenda Wording

The Street Department is requesting approval for the purchasing of traffic signal control cabinets at a cost not to exceed $219,021.94. Value Blanket Renewal with Western Systems Inc. (Everett, WA)

Summary (Background)

This Value Blanket (301399-000) renewal, awarded via bid, provides a streamlined means of ordering traffic signal cabinets for street projects and/or maintenance replacements. This Value Blanket is contracted with Western Systems Inc. and covers both Federally funded and non-Federally funded projects. Traffic signal cabinets are paid for by project dollars or street maintenance dollars already budgeted.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 219,021.94
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Request approval of Value Blanket renewal

Amount		**Budget Account**
Expense	$ 219021.94	# Various
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	HARRIS, CLINT E.	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ORLOB, KIMBERLY		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Robert Nims rnims@westernsystems-inc.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	kaiumu@spokanecity.org
rrinderle@spokanecity.org	tprince@spokanecity.org
gokihara@spokanecity.org	tbrazington@spokanecity.org

Committee Briefing Paper
Public Infrastructure, Environment & Sustainability Committee

Committee Date	9/16/24
Submitting Department	Street
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org 625-7744
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	1100- Traffic Control Cabinets Value Blanket Renewal
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This Value Blanket (301399-000) renewal provides a streamlined means of ordering traffic signal cabinets for street projects and/or maintenance replacements. -This Value Blanket is contracted with Western Systems Inc. and covers both Federally funded and non-Federally funded projects. -Allows the ordering of signal cabinets not to exceed $219,021.94 (tax included) -Traffic signal cabinets are paid for by project dollars or street maintenance dollars already budgeted.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: $219,021.94

Current year cost: $219,021.94

Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Funding Source ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Select Funding Source*

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

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

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

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

- What impacts would the proposal have on historically excluded communities? N/A Traffic Cabinets are used as necessary for repairing/maintaining signal lights across 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 Traffic Cabinets are used as necessary for repairing/maintaining signal lights across the city.

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? N/A Traffic Cabinets are used as necessary for repairing/maintaining signal lights across 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? N/A Traffic Cabinets are used as necessary for repairing/maintaining signal lights across the city.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. N/A Traffic Cabinets are used as necessary for repairing/maintaing signal lights across the city.

Quotation

1122 Industry Street, Bldg. B, Everett, WA 98203
Phone: (425) 438-1133 | Fax: (425) 438-1585

Date	Quote #	Rev #
09/04/24	**Q-17284**	**2**

Project	Agency:
Annual Supply of Traffic Control Cabinets (2024)	City of Spokane, WA

Prepared For:			To place an order:	
Contact:	**Rick Rinderle**	**Phone:** 509-625-6527	**Contact:**	Robert Nims
Company:	**City of Spokane, WA**		**Phone:**	425-438-1133
Email:	rrinderle@spokancity.org		**Fax:**	(425) 438-1585
Address:	901 N Nelson St		**Email:**	rnims@westernsystems-inc.com
City/State:	Spokane, WA 99202		**This order is subject to the terms & conditions*	

Qty	Part #	Description	Unit Price	Ext. Price
1	**3025025002**	ENCLOSURE TYPE SM (GEN DOOR) ALLEN WRENCH HANDLE (UNFINISHED)	$3,333.56	$3,333.56
1	**2525013000**	CONTROLLER CABINET (TS2-2); SPOKANE TYPE SMG (2016)	$9,960.29	$9,960.29
		CITY OF SPOKANE TYPE SMG SPECIFICATIONS LOCATION: TBD CABINET # **WSSMG8XX**		
1	**2100000000**	SUB-ASSEMBLY 768 PANEL SYSTEM INSTALLATION (NEMA CABINET)	$104.48	$104.48
1	**2100000044**	SUB-ASSEMBLY ATSI FRAME GRABBER INSTALLATION 2021	$27.88	$27.88
1	**2100000021**	SUB-ASSEMBLY POLARA ICCU NAVIGATOR SYSTEM INSTALLATION (NEMA CABINET)	$404.48	$404.48
8	**2010000040**	RED JUMPERS UNUSED PHASES	$3.20	$25.60
1	**4050090020**	CONTROLLER EPAC M62; ATC / ATC COMM HUB / LINUX CPU / SEPAC 3.55D / 8133-0004-089	$6,417.00	$6,417.00
1	**4460030085**	SUB-ASSEMBLY DATA KEY 8MB 5V FLASH (2070/NEMA)	$65.78	$65.78
1	**5010030065**	SMART MONITOR (MMU2-16LEIP) 16 CH ENHANCED MMU W/FYA SUPPORT & ETHERNET	$1,407.60	$1,407.60
1	**5070070250**	POWER SUPPLY (PS250) SHELF MOUNT (TS2) 5A	$584.20	$584.20
1	**5060050710**	BUS INTERFACE UNIT (BIU700H) (TS2) 1/2W	$354.20	$354.20
9	**5020010620**	LOAD SWITCH (SSS87I/O) CUBE WITH I/O INDICATORS (PDC)	$45.31	$407.79
1	**5030010887**	FLASHER (SSF87) CUBE (PDC)	$41.55	$41.55
3	**5040040020**	FLASH TRANSFER RELAY	$48.25	$144.75
4	**5610030006**	LOOP AMPLIFIER (ORACLE4EH) 4CH 1/2 WIDTH WITH TIMING AND LCD DISPLAY	$444.66	$1,778.64
1	**6910020500**	TS2 FRAME GRABBER (SKF-0015)	$1,255.80	$1,255.80

1	**6910020000**	MEMORY TOKEN, SFX64MB (FRAME GRABBER)	$70.84	$70.84
1	**6910020505**	DIN RAIL ADAPTER FOR FRAME GRABBER	$76.67	$76.67
1	**7220086350**	CONTROL UNIT (iNAVIGATOR) INTELLIGENT CENTRAL CONTROL UNIT SHELF MOUNT (ALL CABINETS)	$4,144.60	$4,144.60
1	**0630041000**	SDLC CABLE (TS2) CONNECTORIZED BOTH ENDS 3FT	$75.15	$75.15
1	**5455050040**	OPTICOM (764) PHASE SELECTOR 4CH (INFRARED / GPS)	$5,144.34	$5,144.34
1	**5455050072**	OPTICOM (768) AUXILIARY INTERFACE PANEL (INFRARED / GPS)	$1,153.07	$1,153.07
1	**5460015000**	OPTICOM (3100) GPS RADIO UNIT	$5,109.06	$5,109.06
1	**5460010450**	OPTICOM (1070) GPS RADIO CABLE 500FT ROLL	$1,387.67	$1,387.67
1	**6130020097**	COPPER/EAD SWITCH (ML680DTP); (2 PAIR+2) (6) 10/100TX, (2) 100/1000M SFP, 2 PASSIVE POE PORTS	$2,111.40	$2,111.40
1	**6130060060**	POWER ADAPTER AC-DC (POWER CORD)	$101.20	$101.20
1	**6130070024**	CABLE - DUAL PORT QUAD DSL 2XRJ45 TO OPEN END 10FT FOR TERMINATING TO TB (ML684D)	$63.48	$63.48

Terms:	Net 30
Freight Terms:	FOB DESTINATION
Material Lead Time:	Per contract requirements

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	**$45,751.08**
Shipping	$0.00
Tax 9.00%	$4,117.60
Grand Total	**$49,868.68**

GENERAL CONDITIONS OF SALE

All information contained within this quote is valid for 30 days from the date of the quotation. Thereafter, all prices and applicable charges are subject to change. The acceptance of this quotation implies the acceptance of the following terms and conditions which cannot be varied or waived except by express written authorization by a Western Systems representative. These terms govern the sale of goods and services supplied by Western Systems. Differing terms from Buyer in any purchase order or written communication shall not be binding on Western Systems."

TERMS AND CONDITIONS

Purchase Order: All purchases require a formal purchase order. Emails or verbal communication does not constitute an acceptable purchase order.

Delivery: Material lead time date is based after the release of the order. During the Covid-19 outbreak, Western Systems lead time dates will be estimates based on our best information available.

Clarification on Shipping During Covid-19; FOB Destination and FOB Destination, Prepay & Add terms as quoted imply that the customer will be available to receive material deliveries. Any repeated delivery attempts, trucking reroutes, en route cancellations or product factory returns which incur additional shipping costs shall be billed to the customer will be passed onto the purchaser.

Taxes/Fees: Unless current resale certificate is on file with Western Systems, purchaser shall be responsible for all, tariffs, duties or sales or use taxes in addition to the quoted prices herein. Any tax listed is an estimate only.

Payment Terms: Payment terms are based on approval of credit. If credit is approved, terms are Net 30 days. Western Systems imposes a surcharge of 2% on the transaction amounts when paying with a Visa or MasterCard. We are unable to accept other credit cards for payment options. All prices are quotes in USD funds.

Non-Payment Penalties: If payment has not been received within terms, the purchaser will be considered in default. Western Systems will be entitled, without prejudice to our other rights, without serving notice of default, to charge the purchaser for all costs incurred such as administration, storage, legal advice etc. The unpaid portion of any amount due to Western Systems will bear interest at the rate of 1.5% per month simple interest. Western Systems reserves the right to hold goods until customer balances their account.

Western Systems will not be subject to any project retainage of any kind. Material purchases are due and payable upon receipt. Unpaid balances will be subject to Non-Payment Penalties.

Collections: Upon Buyer default of these terms, Western Systems may, in addition to any other rights or remedies at contract or law, declare the entire balance of Buyer's account immediately due and payable. If unpaid balance is referred for collections, Buyer agrees to pay Western Systems, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, plus any court costs or expenses incurred by Western Systems, plus any finance charges accrued on any unpaid balance owed by Purchaser.

Deferment or Cancellation Policy: Order deferment or cancellation once materials have been released will be subject to cancellation and/or restocking fees.

Documentation: Any operational documentation supplied as a part of this quotation remains the property of Western Systems and may not be copied, reproduced, transmitted, or communicated to 3rd parties without the express written consent of Western Systems.

On-Site Services: On-site services such as signal or video system turn-on support shall be scheduled three weeks in advance. If services need to be cancelled or postponed, any non-reimbursable travel expenses will be billed to purchaser. This quotation does not provide nor imply any on-site support services unless mentioned specifically herein. If on-site support services are required, and not included as part of this proposed scope of work, please contact Western Systems for a revised quotation.

Warranty: Standard one-year warranty on material goods manufactured or supplied by Western Systems from the date of manufacturers factory shipment, unless superseded by an additional manufacturer's warranty, provided such goods are maintained and operated in accordance with manufacturers standard method of operation. For additional information on Western Systems warranty, please send an email to info@westernsystems-inc.com.

Return and Restocking Policy: Western Systems will be the sole source in determining whether any item is eligible for return. To be eligible the item(s) must be standard product models, new and unused, in the original packaging, and invoiced within the last 90 days. Restocking fees are applied to all returns and can vary between 20-50% based on annual sales activity. In no case will Western Systems be obligated to take returns for materials, including items that are obsolete, custom orders, or past the 90-day invoice period.

Delivery Inspection: All materials deliveries must be inspected upon receipt from freight carrier. Any freight damages must be reported to the carrier at the time of receipt of goods. Any materials shortages or inaccuracies in shipment must be reported to Western Systems within ten days receipt of goods. Thereafter, any discrepancies will be considered incidental and the responsibility of the receiver.

Force Majeure: Western Systems, Inc. shall in no event be responsible for delays in performance due to actions beyond its reasonable control including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war, civil disturbance, or carrier delays.

Western Systems, Inc. accepts no liability for errors or omissions or the accuracy or the completeness of this quotation. It has been prepared to the best of our knowledge per plans, specifications, documentation, and communications provided but we do not guarantee these to be accurate or of the latest revision. Determination of accuracy of this quotation and final quantities are the sole responsibility of recipient. Western Systems, Inc. shall in no event be liable for any special, consequential, incidental, or liquidated damages (including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of profits or loss of goodwill), regardless of whether seller (a) has been informed of the possibility of such damages or (b) is negligent.

Quotation

1122 Industry Street, Bldg. B, Everett, WA 98203
Phone: (425) 438-1133 | Fax: (425) 438-1585

Date	Quote #	Rev #
09/04/24	**Q-17285**	**2**

Project	Agency:
Annual Supply of Traffic Control Cabinets (2024)	City of Spokane, WA

Prepared For:		To place an order:	
Contact:	**Rick Rinderle** **Phone:** 509-625-6527	**Contact:**	Robert Nims
Company:	**City of Spokane, WA**	**Phone:**	425-438-1133
Email:	rrinderle@spokancity.org	**Fax:**	(425) 438-1585
Address:	901 N Nelson St	**Email:**	rnims@westernsystems-inc.com
City/State:	Spokane, WA 99202	**This order is subject to the terms & conditions*	

Qty	Part #	Description	Unit Price	Ext. Price
1	**3025025002**	ENCLOSURE TYPE SM (GEN DOOR) ALLEN WRENCH HANDLE (UNFINISHED)	$3,333.56	$3,333.56
1	**2525012060**	CONTROLLER CABINET (TS2-1); SPOKANE TYPE SMG HAWK (2016) USA	$10,869.03	$10,869.03
		CITY OF SPOKANE TYPE SMG HAWK SPECIFICATIONS LOCATION: TBD CABINET # **WSSMG8XX**		
1	**2100000000**	SUB-ASSEMBLY 768 PANEL SYSTEM INSTALLATION (NEMA CABINET)	$104.48	$104.48
1	**2100000044**	SUB-ASSEMBLY ATSI FRAME GRABBER INSTALLATION 2021	$27.88	$27.88
1	**2100000021**	SUB-ASSEMBLY POLARA ICCU NAVIGATOR SYSTEM INSTALLATION (NEMA CABINET)	$404.48	$404.48
8	**2010000040**	RED JUMPERS UNUSED PHASES	$3.20	$25.60
1	**4050090020**	CONTROLLER EPAC M62; ATC / ATC COMM HUB / LINUX CPU / SEPAC 3.55D / 8133-0004-089	$6,417.00	$6,417.00
1	**4460030085**	SUB-ASSEMBLY DATA KEY 8MB 5V FLASH (2070/NEMA)	$65.78	$65.78
1	**5010030065**	SMART MONITOR (MMU2-16LEIP) 16 CH ENHANCED MMU W/FYA SUPPORT & ETHERNET	$1,407.60	$1,407.60
1	**5070070250**	POWER SUPPLY (PS250) SHELF MOUNT (TS2) 5A	$584.20	$584.20
1	**5060050710**	BUS INTERFACE UNIT (BIU700H) (TS2) 1/2W	$354.20	$354.20
6	**5020010620**	LOAD SWITCH (SSS87I/O) CUBE WITH I/O INDICATORS (PDC)	$45.31	$271.86
1	**5030010887**	FLASHER (SSF87) CUBE (PDC)	$41.55	$41.55
2	**5040040020**	FLASH TRANSFER RELAY	$48.25	$96.50
2	**5610030006**	LOOP AMPLIFIER (ORACLE4EH) 4CH 1/2 WIDTH WITH TIMING AND LCD DISPLAY	$444.66	$889.32
1	**6910020500**	TS2 FRAME GRABBER (SKF-0015)	$1,255.80	$1,255.80

1	**6910020000**	MEMORY TOKEN, SFX64MB (FRAME GRABBER)	$70.84	$70.84
1	**6910020505**	DIN RAIL ADAPTER FOR FRAME GRABBER	$76.67	$76.67
1	**7220086350**	CONTROL UNIT (iNAVIGATOR) INTELLIGENT CENTRAL CONTROL UNIT SHELF MOUNT (ALL CABINETS)	$4,144.60	$4,144.60
1	**0630041000**	SDLC CABLE (TS2) CONNECTORIZED BOTH ENDS 3FT	$75.15	$75.15
1	**5455050040**	OPTICOM (764) PHASE SELECTOR 4CH (INFRARED / GPS)	$5,144.34	$5,144.34
1	**5455050072**	OPTICOM (768) AUXILIARY INTERFACE PANEL (INFRARED / GPS)	$1,153.07	$1,153.07
1	**5460015000**	OPTICOM (3100) GPS RADIO UNIT	$5,109.06	$5,109.06
1	**5460010450**	OPTICOM (1070) GPS RADIO CABLE 500FT ROLL	$1,387.67	$1,387.67
1	**6130020097**	COPPER/EAD SWITCH (ML680DTP); (2 PAIR+2) (6) 10/100TX, (2) 100/1000M SFP, 2 PASSIVE POE PORTS	$2,111.40	$2,111.40
1	**6130060060**	POWER ADAPTER AC-DC (POWER CORD)	$101.20	$101.20
1	**6130070024**	CABLE - DUAL PORT QUAD DSL 2XRJ45 TO OPEN END 10FT FOR TERMINATING TO TB (ML684D)	$63.48	$63.48

Terms:	Net 30
Freight Terms:	FOB DESTINATION
Material Lead Time:	Per contract requirements

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	**$45,586.32**
Shipping	$0.00
Tax 9.00%	$4,102.77
Grand Total	**$49,689.09**

GENERAL CONDITIONS OF SALE

All information contained within this quote is valid for 30 days from the date of the quotation. Thereafter, all prices and applicable charges are subject to change. The acceptance of this quotation implies the acceptance of the following terms and conditions which cannot be varied or waived except by express written authorization by a Western Systems representative. These terms govern the sale of goods and services supplied by Western Systems. Differing terms from Buyer in any purchase order or written communication shall not be binding on Western Systems."

TERMS AND CONDITIONS

Purchase Order: All purchases require a formal purchase order. Emails or verbal communication does not constitute an acceptable purchase order.

Delivery: Material lead time date is based after the release of the order. During the Covid-19 outbreak, Western Systems lead time dates will be estimates based on our best information available.

Clarification on Shipping During Covid-19; FOB Destination and FOB Destination, Prepay & Add terms as quoted imply that the customer will be available to receive material deliveries. Any repeated delivery attempts, trucking reroutes, en route cancellations or product factory returns which incur additional shipping costs shall be billed to the customer will be passed onto the purchaser.

Taxes/Fees: Unless current resale certificate is on file with Western Systems, purchaser shall be responsible for all, tariffs, duties or sales or use taxes in addition to the quoted prices herein. Any tax listed is an estimate only.

Payment Terms: Payment terms are based on approval of credit. If credit is approved, terms are Net 30 days. Western Systems imposes a surcharge of 2% on the transaction amounts when paying with a Visa or MasterCard. We are unable to accept other credit cards for payment options. All prices are quotes in USD funds.

Non-Payment Penalties: If payment has not been received within terms, the purchaser will be considered in default. Western Systems will be entitled, without prejudice to our other rights, without serving notice of default, to charge the purchaser for all costs incurred such as administration, storage, legal advice etc. The unpaid portion of any amount due to Western Systems will bear interest at the rate of 1.5% per month simple interest. Western Systems reserves the right to hold goods until customer balances their account.

Western Systems will not be subject to any project retainage of any kind. Material purchases are due and payable upon receipt. Unpaid balances will be subject to Non-Payment Penalties.

Collections: Upon Buyer default of these terms, Western Systems may, in addition to any other rights or remedies at contract or law, declare the entire balance of Buyer's account immediately due and payable. If unpaid balance is referred for collections, Buyer agrees to pay Western Systems, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, plus any court costs or expenses incurred by Western Systems, plus any finance charges accrued on any unpaid balance owed by Purchaser.

Deferment or Cancellation Policy: Order deferment or cancellation once materials have been released will be subject to cancellation and/or restocking fees.

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Quotation

1122 Industry Street, Bldg. B, Everett, WA 98203
Phone: (425) 438-1133 | Fax: (425) 438-1585

Date	Quote #	Rev #
09/04/24	**Q-17286**	**3**

Project	Agency:
Annual Supply of Traffic Control Cabinets (2024)	City of Spokane, WA

Prepared For:			To place an order:	
Contact:	**Rick Rinderle**	**Phone:** 509-625-6527	**Contact:**	Robert Nims
Company:	**City of Spokane, WA**		**Phone:**	425-438-1133
Email:	rrinderle@spokancity.org		**Fax:**	(425) 438-1585
Address:	901 N Nelson St		**Email:**	rnims@westernsystems-inc.com
City/State:	Spokane, WA 99202		**This order is subject to the terms & conditions*	

Qty	Part #	Description	Unit Price	Ext. Price
1	**3010010102**	ENCLOSURE TYPE P (GEN DOOR) ALLEN WRENCH HANDLE, 3 SHELVES (UNFINISHED)	$2,779.32	$2,779.32
1	**2510010039**	CONTROLLER CABINET (TS2-2); SPOKANE TYPE PG (2016) USA	$12,607.34	$12,607.34
		CITY OF SPOKANE TYPE PG SPECIFICATIONS LOCATION: TBD CABINET # **WSPG31XX**		
1	**2100000000**	SUB-ASSEMBLY 768 PANEL SYSTEM INSTALLATION (NEMA CABINET)	$104.48	$104.48
1	**2100000044**	SUB-ASSEMBLY ATSI FRAME GRABBER INSTALLATION 2021	$27.88	$27.88
1	**2100000021**	SUB-ASSEMBLY POLARA ICCU NAVIGATOR SYSTEM INSTALLATION (NEMA CABINET)	$404.48	$404.48
8	**2010000040**	RED JUMPERS UNUSED PHASES	$3.20	$25.60
1	**4050090020**	CONTROLLER EPAC M62; ATC / ATC COMM HUB / LINUX CPU / SEPAC 3.55D / 8133-0004-089	$6,417.00	$6,417.00
1	**4460030085**	SUB-ASSEMBLY DATA KEY 8MB 5V FLASH (2070/NEMA)	$65.78	$65.78
1	**5010030065**	SMART MONITOR (MMU2-16LEIP) 16 CH ENHANCED MMU W/FYA SUPPORT & ETHERNET	$1,407.60	$1,407.60
1	**5070070250**	POWER SUPPLY (PS250) SHELF MOUNT (TS2) 5A	$584.20	$584.20
2	**5060050710**	BUS INTERFACE UNIT (BIU700H) (TS2) 1/2W	$354.20	$708.40
16	**5020010620**	LOAD SWITCH (SSS87I/O) CUBE WITH I/O INDICATORS (PDC)	$45.31	$724.96
1	**5030010887**	FLASHER (SSF87) CUBE (PDC)	$41.55	$41.55
6	**5040040020**	FLASH TRANSFER RELAY	$48.25	$289.50
8	**5610030006**	LOOP AMPLIFIER (ORACLE4EH) 4CH 1/2 WIDTH WITH TIMING AND LCD DISPLAY	$444.66	$3,557.28

1	**6910020500**	TS2 FRAME GRABBER (SKF-0015)	$1,255.80	$1,255.80
1	**6910020000**	MEMORY TOKEN, SFX64MB (FRAME GRABBER)	$70.84	$70.84
1	**6910020505**	DIN RAIL ADAPTER FOR FRAME GRABBER	$76.67	$76.67
1	**7220086350**	CONTROL UNIT (iNAVIGATOR) INTELLIGENT CENTRAL CONTROL UNIT SHELF MOUNT (ALL CABINETS)	$4,144.60	$4,144.60
1	**0630041000**	SDLC CABLE (TS2) CONNECTORIZED BOTH ENDS 3FT	$75.15	$75.15
1	**5455050040**	OPTICOM (764) PHASE SELECTOR 4CH (INFRARED / GPS)	$5,144.34	$5,144.34
1	**5455050072**	OPTICOM (768) AUXILIARY INTERFACE PANEL (INFRARED / GPS)	$1,153.07	$1,153.07
1	**5460015000**	OPTICOM (3100) GPS RADIO UNIT	$5,109.06	$5,109.06
1	**5460010450**	OPTICOM (1070) GPS RADIO CABLE 500FT ROLL	$1,387.67	$1,387.67
1	**6130020097**	COPPER/EAD SWITCH (ML680DTP); (2 PAIR+2) (6) 10/100TX, (2) 100/1000M SFP, 2 PASSIVE POE PORTS	$2,111.40	$2,111.40
1	**6130060060**	POWER ADAPTER AC-DC (POWER CORD)	$101.20	$101.20
1	**6130070024**	CABLE - DUAL PORT QUAD DSL 2XRJ45 TO OPEN END 10FT FOR TERMINATING TO TB (ML684D)	$63.48	$63.48

Terms:	Net 30
Freight Terms:	FOB DESTINATION
Material Lead Time:	Per contract requirements

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	**$50,438.65**
Shipping	$0.00
Tax 9.00%	$4,539.48
Grand Total	**$54,978.13**

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Quotation

1122 Industry Street, Bldg. B, Everett, WA 98203
Phone: (425) 438-1133 | Fax: (425) 438-1585

Date	Quote #	Rev #
09/04/24	**Q-17288**	**2**

Project	Agency:
Annual Supply of Traffic Control Cabinets (2024)	City of Spokane, WA

Prepared For:			To place an order:	
Contact:	**Rick Rinderle**	**Phone:** 509-625-6527	**Contact:**	Robert Nims
Company:	**City of Spokane, WA**		**Phone:**	425-438-1133
Email:	rrinderle@spokancity.org		**Fax:**	(425) 438-1585
Address:	901 N Nelson St		**Email:**	rnims@westernsystems-inc.com
City/State:	Spokane, WA 99202		**This order is subject to the terms & conditions*	

Qty	Part #	Description	Unit Price	Ext. Price
1	**3012500001**	ENCLOSURE TYPE P+ ALLEN WRENCH (F) ALLEN WRENCH (S) HANDLES (UNFINISHED)	$3,310.81	$3,310.81
1	**2510510004**	CONTROLLER CABINET (TS2-2); SPOKANE TYPE P+ (ALPHA) 2018	$14,948.48	$14,948.48
		CITY OF SPOKANE TYPE P+ SPECIFICATIONS LOCATION: TBD CABINET # **WSP+31XX**		
1	**2100000000**	SUB-ASSEMBLY 768 PANEL SYSTEM INSTALLATION (NEMA CABINET)	$104.48	$104.48
1	**2100000044**	SUB-ASSEMBLY ATSI FRAME GRABBER INSTALLATION 2021	$27.88	$27.88
1	**2100000021**	SUB-ASSEMBLY POLARA ICCU NAVIGATOR SYSTEM INSTALLATION (NEMA CABINET)	$404.48	$404.48
8	**2010000040**	RED JUMPERS UNUSED PHASES	$3.20	$25.60
1	**4050090020**	CONTROLLER EPAC M62; ATC / ATC COMM HUB / LINUX CPU / SEPAC 3.55D / 8133-0004-089	$6,417.00	$6,417.00
1	**4460030085**	SUB-ASSEMBLY DATA KEY 8MB 5V FLASH (2070/NEMA)	$65.78	$65.78
1	**5010030065**	SMART MONITOR (MMU2-16LEIP) 16 CH ENHANCED MMU W/FYA SUPPORT & ETHERNET	$1,407.60	$1,407.60
1	**5070070250**	POWER SUPPLY (PS250) SHELF MOUNT (TS2) 5A	$584.20	$584.20
2	**5060050710**	BUS INTERFACE UNIT (BIU700H) (TS2) 1/2W	$354.20	$708.40
16	**5020010620**	LOAD SWITCH (SSS87I/O) CUBE WITH I/O INDICATORS (PDC)	$45.31	$724.96
1	**5030010887**	FLASHER (SSF87) CUBE (PDC)	$41.55	$41.55
6	**5040040020**	FLASH TRANSFER RELAY	$48.25	$289.50
8	**5610030006**	LOOP AMPLIFIER (ORACLE4EH) 4CH 1/2 WIDTH WITH TIMING AND LCD DISPLAY	$444.66	$3,557.28

1	**6910020500**	TS2 FRAME GRABBER (SKF-0015)	$1,255.80	$1,255.80
1	**6910020000**	MEMORY TOKEN, SFX64MB (FRAME GRABBER)	$70.84	$70.84
1	**6910020505**	DIN RAIL ADAPTER FOR FRAME GRABBER	$76.67	$76.67
1	**7220086350**	CONTROL UNIT (iNAVIGATOR) INTELLIGENT CENTRAL CONTROL UNIT SHELF MOUNT (ALL CABINETS)	$4,144.60	$4,144.60
1	**0630041000**	SDLC CABLE (TS2) CONNECTORIZED BOTH ENDS 3FT	$75.15	$75.15
1	**5455050040**	OPTICOM (764) PHASE SELECTOR 4CH (INFRARED / GPS)	$5,144.34	$5,144.34
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1	**6130060060**	POWER ADAPTER AC-DC (POWER CORD)	$101.20	$101.20
1	**6130070024**	CABLE - DUAL PORT QUAD DSL 2XRJ45 TO OPEN END 10FT FOR TERMINATING TO TB (ML684D)	$63.48	$63.48
1	**8025010245**	UPS POWER MODULE HP 2000W W/(6) RELAYS & 120V INPUT/OUTPUT IP/SNMP 240V OPTION	$2,046.10	$2,046.10
1	**8025015000**	AUTOMATIC TRANSFER SWITCH ASSEMBLY (ALPHA); 19" RM W/SURGE, UATS, RECEPTACLES 120VAC (020-168-25)	$852.27	$852.27
1	**8025095500**	RBMS; CONTROLLER, SENSOR INT CABLES, (1) CAT5E CBLS, (4) BS3B-12-4-EQ SENSORS (4 BATTERY SYSTEM)	$878.51	$878.51
1	**8025050032**	BATTERY CABLE HARNESS KIT 48V 8FT 1/4-20 TERMINALS FXM SERIES W/13IN BLK EXT (334/P+)	$302.54	$302.54
4	**8025040085**	BATTERY ALPHACELL 240XTV (112AH / 75LB)	$327.70	$1,310.80

Terms:	Net 30
Freight Terms:	FOB DESTINATION
Material Lead Time:	Per contract requirements

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	**$58,701.50**
Shipping	$0.00
Tax 9.00%	$5,283.14
Grand Total	**$63,984.64**

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Quotation

1122 Industry Street, Bldg. B, Everett, WA 98203
Phone: (425) 438-1133 | Fax: (425) 438-1585

Date	Quote #	Rev #
09/04/24	**Q-17290**	

Project	Agency:
Annual Supply of Traffic Control Cabinets (2024)	City of Spokane, WA

Prepared For:			To place an order:	
Contact:	**Rick Rinderle**	**Phone:** 509-625-6527	**Contact:**	Robert Nims
Company:	**City of Spokane, WA**		**Phone:**	425-438-1133
Email:	rrinderle@spokancity.org		**Fax:**	(425) 438-1585
Address:	901 N Nelson St		**Email:**	rnims@westernsystems-inc.com
City/State:	Spokane, WA 99202		**This order is subject to the terms & conditions*	

Qty	Part #	Description	Unit Price	Ext. Price
1	**2100000085**	SUB-ASSEMBLY CTC X-RPS RAILROAD SYSTEM INSTALLATION (NEMA CABINET) 2020	$460.00	$460.00

Terms:	Net 30
Freight Terms:	FOB DESTINATION
Material Lead Time:	Per contract requirements

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	**$460.00**
Shipping	$0.00
Tax 9.00%	$41.40
Grand Total	**$501.40**

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Purchase Order: All purchases require a formal purchase order. Emails or verbal communication does not constitute an acceptable purchase order.

Delivery: Material lead time date is based after the release of the order. During the Covid-19 outbreak, Western Systems lead time dates will be estimates based on our best information available.

Clarification on Shipping During Covid-19; FOB Destination and FOB Destination, Prepay & Add terms as quoted imply that the customer will be available to receive material deliveries. Any repeated delivery attempts, trucking reroutes, en route cancellations or product factory returns which incur additional shipping costs shall be billed to the customer will be passed onto the purchaser.

Taxes/Fees: Unless current resale certificate is on file with Western Systems, purchaser shall be responsible for all, tariffs, duties or sales or use taxes in addition to the quoted prices herein. Any tax listed is an estimate only.

Payment Terms: Payment terms are based on approval of credit. If credit is approved, terms are Net 30 days. Western Systems imposes a surcharge of 2% on the transaction amounts when paying with a Visa or MasterCard. We are unable to accept other credit cards for payment options. All prices are quotes in USD funds.

Non-Payment Penalties: If payment has not been received within terms, the purchaser will be considered in default. Western Systems will be entitled, without prejudice to our other rights, without serving notice of default, to charge the purchaser for all costs incurred such as administration, storage, legal advice etc. The unpaid portion of any amount due to Western Systems will bear interest at the rate of 1.5% per month simple interest. Western Systems reserves the right to hold goods until customer balances their account.

Western Systems will not be subject to any project retainage of any kind. Material purchases are due and payable upon receipt. Unpaid balances will be subject to Non-Payment Penalties.

Collections: Upon Buyer default of these terms, Western Systems may, in addition to any other rights or remedies at contract or law, declare the entire balance of Buyer's account immediately due and payable. If unpaid balance is referred for collections, Buyer agrees to pay Western Systems, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, plus any court costs or expenses incurred by Western Systems, plus any finance charges accrued on any unpaid balance owed by Purchaser.

Deferment or Cancellation Policy: Order deferment or cancellation once materials have been released will be subject to cancellation and/or restocking fees.

Documentation: Any operational documentation supplied as a part of this quotation remains the property of Western Systems and may not be copied, reproduced, transmitted, or communicated to 3rd parties without the express written consent of Western Systems.

On-Site Services: On-site services such as signal or video system turn-on support shall be scheduled three weeks in advance. If services need to be cancelled or postponed, any non-reimbursable travel expenses will be billed to purchaser. This quotation does not provide nor imply any on-site support services unless mentioned specifically herein. If on-site support services are required, and not included as part of this proposed scope of work, please contact Western Systems for a revised quotation.

Warranty: Standard one-year warranty on material goods manufactured or supplied by Western Systems from the date of manufacturers factory shipment, unless superseded by an additional manufacturer's warranty, provided such goods are maintained and operated in accordance with manufacturers standard method of operation. For additional information on Western Systems warranty, please send an email to info@westernsystems-inc.com.

Return and Restocking Policy: Western Systems will be the sole source in determining whether any item is eligible for return. To be eligible the item(s) must be standard product models, new and unused, in the original packaging, and invoiced within the last 90 days. Restocking fees are applied to all returns and can vary between 20-50% based on annual sales activity. In no case will Western Systems be obligated to take returns for materials, including items that are obsolete, custom orders, or past the 90-day invoice period.

Delivery Inspection: All materials deliveries must be inspected upon receipt from freight carrier. Any freight damages must be reported to the carrier at the time of receipt of goods. Any materials shortages or inaccuracies in shipment must be reported to Western Systems within ten days receipt of goods. Thereafter, any discrepancies will be considered incidental and the responsibility of the receiver.

Force Majeure: Western Systems, Inc. shall in no event be responsible for delays in performance due to actions beyond its reasonable control including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war, civil disturbance, or carrier delays.

Western Systems, Inc. accepts no liability for errors or omissions or the accuracy or the completeness of this quotation. It has been prepared to the best of our knowledge per plans, specifications, documentation, and communications provided but we do not guarantee these to be accurate or of the latest revision. Determination of accuracy of this quotation and final quantities are the sole responsibility of recipient. Western Systems, Inc. shall in no event be liable for any special, consequential, incidental, or liquidated damages (including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of profits or loss of goodwill), regardless of whether seller (a) has been informed of the possibility of such damages or (b) is negligent.

Value Blanket VB301810	Base Year VB301400-00 Valid through 10/4/2022 to 10/3/23 Unit Price	1st Option Year VB301400-01 Valid through 10/4/2023 to 10/3/24 Unit Price	2nd Option Year VB301400-02 Valid through 10/4/2024 to 10/3/25 Unit Price
Traffic signal Standard, Type I, 10' Vertical Pole, 4: 3/4" bolt size, 8.5" bolt circle diameter, as specified in Attachment J-104	$840.00	$840.00	$888.00
Traffic signal Standard, Type 2, 20' Vertical Pole, 20' Signal Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105A	$6,000.00	$6,000.00	$6,061.00
Traffic signal Standard, Type 2, 25' Vertical Pole, 20' Signal Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105A	$6,255.00	$6,255.00	$6,309.00
Traffic signal Standard, Type 2, 30' Vertical Pole, 20' Signal Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105A	$6,630.00	$6,630.00	$6,653.00
Traffic signal Standard, Type 2, 20' Vertical Pole, 35' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	$7,770.00	$7,770.00	$7,872.00
Traffic signal Standard, Type 2, 20' Vertical Pole, 40' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	$10,040.00	$10,040.00	$11,120.00
Traffic signal Standard, Type 2, 20' Vertical Pole, 45' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	$10,395.00	$10,395.00	$11,571.00
Traffic signal Standard, Type 2, 20' Vertical Pole, 50' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	$11,480.00	$11,480.00	$11,723.00
Traffic signal Standard, Type 2, 20' Vertical Pole, 55' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	$13,055.00	$13,055.00	$13,307.00
Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 20' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105B	$7,435.00	$7,435.00	$7,512.00
Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 25' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105B	$7,595.00	$7,595.00	$7,679.00
Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 30' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105B	$7,965.00	$7,965.00	$8,020.00
Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 35' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$10,315.00	$10,315.00	$11,423.00
Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 40' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$11,385.00	$11,385.00	$12,451.00
Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 45' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$11,740.00	$11,740.00	$12,904.00
Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 50' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$12,840.00	$12,840.00	$13,286.00
Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 55' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$14,490.00	$14,490.00	$14,937.00
Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 60' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$14,795.00	$14,795.00	$15,281.00
Traffic Signal & Luminaire Standard, Type 4, 2.8.5' Vertical Pole with option of a 10', 15' or 20' Luminaire Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105	$3,295.00	$3,295.00	$3,778.00
Traffic Luminaire Standard, 2.8.5' Vertical Pole with option of a 10', 15' or 20' Luminaire Mast Arm, 4: " bolt size, 11-0" to 11.5" bolt circle diameter, as specified in Attachment J-105C	$2,635.00	$2,635.00	$2,693.00
Traffic RRFB/Speed Sign - Aerial Power Standard, 22.5' Vertical Pole 4: 1-1/4 " bolt size, 12.5" bolt circle diameter, as specified in Attachment J-301A	$2,175.00	$2,175.00	$2,323.00
Valmont Industries, Inc. Ms. Morgan Burbage Phone 402 359 6961 Morgan.Myers@valmont.com	**Base Year Pricing Was Per Valmont Industries Response to ITB 5680-22**	**Name** **Signature** **Date**	

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/16/2024

Committee Agenda type: Consent

Council Meeting Date: 09/30/2024

Date Rec'd	9/5/2024
Clerk's File #	OPR 2022-0618
Cross Ref #	
Project #	

Submitting Dept	STREETS	**Bid #**	ITB 5680-22
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Agenda Item Name	1100- TRAFFIC SIGNAL STANDARDS VALUE BLANKET RENEWAL		

Agenda Wording

The Street department is requesting approval to purchase signal standards at a cost not to exceed $255,000.00 including tax. Value Blanket Renewal with Valmont Industries Inc (Valley, NE)

Summary (Background)

This value blanket (301400-000) renewal provides a streamlined means of ordering signal standards for street projects and maintenance replacements where vehicles damage or displace signal standards. This Value Blanket is with Valmont Industries and was awarded via bid in 2022. Signal Standards are paid for by project dollars or street maintenance dollars already budgeted.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	**$** 255,000.00
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 255,000.00	**#** various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
	$	**#**
	$	**#**

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	HARRIS, CLINT E.	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ORLOB, KIMBERLY		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Morgan Myers morgan.myers@valmont.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	gokihara@spokanecity.org
kaiumu@spokanecity.org	tbrazington@spokanecity.org
laga@spokanecity.org	

Committee Briefing Paper
Select Committee Name

Committee Date	9/16/24
Submitting Department	Street
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org 625-7744
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	1100 – Traffic Signal Standards Value Blanket Renewal
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This value blanket (301400-000) renewal provides a streamlined means of ordering signal standards for street projects and maintenance replacements where vehicles damage or displace signal standards. This Value Blanket is with Valmont Industries and was awarded via bid in 2022. Signal Standards are paid for by project dollars or street maintenance dollars already budgeted.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: Allows the ordering of signal standards up to a cumulative amount of $255,000.00 including tax.

Current year cost: $255,000

Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Funding Source ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Select Funding Source*

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

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

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

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

- What impacts would the proposal have on historically excluded communities?
  N/A Signal Standards are used as necessary across 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 Signal Standards are used as necessary across the city
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A Signal Standards are used as necessary across 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? N/A Signal Standards are used as necessary across the city
Council Subcommittee Review • Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. N/A Signal Standards are used as necessary across the city

Value Blanket VB301810	Base Year VB301400-00 Valid through 10/4/2022 to 10/3/23 Unit Price	1st Option Year VB301400-01 Valid through 10/4/2023 to 10/3/24 Unit Price	2nd Option Year VB301400-02 Valid through 10/4/2024 to 10/3/25 Unit Price
Traffic signal Standard, Type I, 10' Vertical Pole, 4: 3/4" bolt size, 8.5" bolt circle diameter, as specified in Attachment J-104	$840.00	$840.00	
Traffic signal Standard, Type 2, 20' Vertical Pole, 20' Signal Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105A	$6,000.00	$6,000.00	
Traffic signal Standard, Type 2, 25' Vertical Pole, 20' Signal Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105A	$6,255.00	$6,255.00	
Traffic signal Standard, Type 2, 30' Vertical Pole, 20' Signal Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105A	$6,630.00	$6,630.00	
Traffic signal Standard, Type 2, 20' Vertical Pole, 35' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	$7,770.00	$7,770.00	
Traffic signal Standard, Type 2, 20' Vertical Pole, 40' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	$10,040.00	$10,040.00	
Traffic signal Standard, Type 2, 20' Vertical Pole, 45' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	$10,395.00	$10,395.00	
Traffic signal Standard, Type 2, 20' Vertical Pole, 50' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	$11,480.00	$11,480.00	
Traffic signal Standard, Type 2, 20' Vertical Pole, 55' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	$13,055.00	$13,055.00	
Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 20' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105B	$7,435.00	$7,435.00	
Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 25' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105B	$7,595.00	$7,595.00	
Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 30' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105B	$7,965.00	$7,965.00	
Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 35' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$10,315.00	$10,315.00	
Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 40' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$11,385.00	$11,385.00	
Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 45' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$11,740.00	$11,740.00	
Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 50' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$12,840.00	$12,840.00	
Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 55' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$14,490.00	$14,490.00	
Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 60' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	$14,795.00	$14,795.00	
Traffic Signal & Luminaire Standard, Type 4, 2.8.5' Vertical Pole with option of a 10', 15' or 20' Luminaire Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105	$3,295.00	$3,295.00	
Traffic Luminaire Standard, 2.8.5' Vertical Pole with option of a 10', 15' or 20' Luminaire Mast Arm, 4: " bolt size, 11-0" to 11.5" bolt circle diameter, as specified in Attachment J-105C	$2,635.00	$2,635.00	
Traffic RRFB/Speed Sign - Aerial Power Standard, 22.5' Vertical Pole 4: 1-1/4 " bolt size, 12.5" bolt circle diameter, as specified in Attachment J-301A	$2,175.00	$2,175.00	
Valmont Industries, Inc. Ms. Morgan Burbage Phone 402 359 6961 Morgan.Myers@valmont.com	**Base Year Pricing Was Per Valmont Industries Response to ITB 5680-22**	**Name** **Signature** **Date**	

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/16/2024

Committee Agenda type: Consent

Council Meeting Date: 09/30/2024

Date Rec'd	8/29/2024		
Clerk's File #	OPR 2024-0820		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	RFQ 6227-24
Contact Name/Phone	LOREN SEARL 509-625-7821	**Requisition #**	
Contact E-Mail	LSEARL@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Agenda Item Name	4100 WATER DEPARTMENT PURCHASE OF COPPER PIPE - FERGUSON		

Agenda Wording

Purchase from Ferguson Waterworks (Spokane Valley, WA) of 3/4" and 1" Copper Pipe for Water Department Restock - $98,377.95 (incl. tax)

Summary (Background)

On August 22nd, 2024 Invitation for bids #6227-24 for ¾" and 1" Copper Pipe was issued to 72 contacts via the city's electronic bidding portal in support of the 2024 service season. Bids are due on September 4th, 2024. Award of this business will be recommended in accordance with the low responsive, responsible bidder.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 98,377.95
Current Year Cost	$ 98,377.95
Subsequent Year(s) Cost	$ Zero

Narrative

Award of items competed on Bid #6227-24 for ¾" and 1" Copper pipe will be recommended to the low responsive bidder.

Amount		Budget Account
Expense	$ 98,377.95	# 4100 42440 94340 56595 99999
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	SEARL, LOREN	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List	
nrussell@spokanecity.org	rrpenaluna@spokanecity.org
tlester@spokanecity.org	tprince@spokanecity.org

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	9-16-24
Submitting Department	Water & Hydroelectric Services
Contact Name	Loren Searl
Contact Email & Phone	lsearl@spokanecity.org 509-625-7821
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	4100 Water Department purchase of Copper Pipe
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	On August 22nd, 2024 Invitation for bids #6227-24 for ¾" and 1" Copper Pipe was issued to 72 contacts via the city's electronic bidding portal in support of the 2024 service season. Bids are due on September 4th 2024. Award of this business will be recommended in accordance with the low responsive, responsible bidder. **Executive Summary:** Award of items competed on Bid #6227-24 for ¾" and 1" Copper pipe will be recommended to the low responsive bidder.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: $120,000.00

Current year cost:

Subsequent year(s) cost:

Narrative: 4100 Water Department mid-year purchase of ¾" and 1" Copper pipe for warehouse inventory

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: 4100 42440 94340 56595 99999 Reserves

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

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

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

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

- What impacts would the proposal have on historically excluded communities?
  Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is

both financially and environmentally responsible. This project is specifically designed to assist low-income residents get caught up on their City utility bills.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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

Bid Response Summary

Bid Number	RFQ 6227-24
Bid Title	Copper Pipe Products 2024
Due Date	Wednesday, September 4, 2024 5:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Ferguson Waterworks
Submitted By	Brandon Cushing - Wednesday, September 4, 2024 2:54:25 PM [(UTC-08:00) Pacific Time (US & Canada)] brandon.cushing@ferguson.com 15094300757
Comments	

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts.	BRANDON CUSHING 509-430-0757 BRANDON.CUSHING@FERGUSON.COM KAIA HAMRICK - ORDER PLACEMENT CONTACT 360-252-2983 KAIA.HAMRICK@FERGUSON.COM
Council Approval			
	1	This purchase is subject to City Council approval. Approval is anticipated early in October 2024. The City assumes no obligation to purchase until the purchase is approved by Council and a City purchase order is issued.	Understood and Agreed
General			
	1	Acceptable product makes/models, where specified, must be adhered to. In the absence of specified acceptable products, the listed technical specifications in each product category represent the minimum qualifications for acceptable product. The make/model of products bid may be required at bid submission; if so, the field will be indicated required on the 'Pricing' tab.	Understood and Agreed

	3	Quoted lead times will be considered in award determinations for each category and may supersede lowest unit cost. Where lead times are the same or similar, the lowest responsive, responsible bidder shall prevail.	Understood and Agreed
Product - Pipe: Copper			
	1	All copper pipe must be Type K Soft and meet ASTM B88 standards.	Understood and Agreed
	2	All copper pipe must be delivered in the indicated roll length, individually boxed, single coiled, and on pallets with no more than 30 rolls per pallet for 3/4" and no more than 25 rolls per pallet for 1".	Understood and Agreed
	3	Rolls of copper pipe must *NOT* be double stacked on the delivery truck.	Understood and Agreed
	4	All rolls of copper pipe must be uniformly round throughout.	Understood and Agreed
	5	All copper pipe must be newly manufactured and shipped directly from the factory.	Understood and Agreed
	6	As this product is inventoried and consumed by the City in whole feet, additional fractions of feet on physical rolls delivered will be received by the City at no additional charge.	Understood and Agreed
	7	Supplier acknowledges delivery of all product in this category is requested "ASAP" unless otherwise specified and promises to deliver in full within the following number of business days ARO:	7
Delivery			
	1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	Understood and Agreed
	2	All product shall be ordered/delivered FOB: Destination to 914 E. North Foothills Dr. Spokane, WA 99207.	Understood and Agreed

	3	Partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	Understood and Agreed
	4	Individual items are to be packaged in separate boxes clearly marked as to the type and quantity of enclosed item. Boxed items are to be delivered on pallets.	Understood and Agreed
	5	Whenever possible, product shall be delivered on Tuesdays, Wednesdays, or Thursdays. When delivery dates are specified, the supplier shall make every possible effort to deliver on the requested date or at least on the preferred delivery days in the same week. If product with a specific delivery date will be delayed more than one (1) week, supplier shall be responsible for communicating an updated delivery date to the Purchaser.	Understood and Agreed
	6	The Purchaser's Warehouse is open for deliveries between the hours of 8:00am and 3:00pm on all regular business days (closed weekends).	Understood and Agreed
	7	All orders must be completed and delivered in full by December 02, 2024.	Yes
Additional Items			
	1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions.	Yes
Payment Terms			

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

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

	1	The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. . The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	I acknowledge and agree
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 and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	Understood and Agreed
	2	Supplier's Business Registration No.	FERGUEI976RW
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?	No
	4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Yes
	5	If so, note from whom the results can be obtained.	
	6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions			
	1	Submission of a bid constitutes acceptance of the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab.	Understood and Agreed

Pricing Responses

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

Product - Pipe: Copper								
	City #P1100-03/4	3/4" - 60' Rolls	Base	Foot	4,500.00	$6.24	$28,080.00	MUELLER STREAMLINE
	City #P1100-1	1" - 60' Rolls	Base	Foot	7,500.00	$8.29	$62,175.00	MUELLER STREAMLINE
Total Base Bid		$90,255.00						

RFQ 6227-24

Copper Pipe Products

	Description	UOM	Quantity	Ferguson Waterworks	Core & Main	Consolidated Supply Co.
			ARO	**7**	**30**	**60**
City #P1100-03/4	3/4" - 60' Rolls	Foot	4,500.00	$28,080.00	$31,455.00	$41,085.00
City #P1100-1	1" - 60' Rolls	Foot	7,500.00	$62,175.00	$69,675.00	$90,975.00
			Sales Tax 9%	8,122.95	$9,101.70	$11,885.40
				$98,377.95	$110,231.70	$143,945.40

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/16/2024

Committee Agenda type: Consent

Council Meeting Date: 09/30/2024

Date Rec'd	9/4/2024
Clerk's File #	OPR 2023-1120
Cross Ref #	
Project #	2022081

Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	
Contact Name/Phone	LOREN SEARL 7821	**Requisition #**	
Contact E-Mail	LSEARL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Agenda Item Name	4100 - ADMINISTRATIVE RESERVE INCREASE MAX J KUNEY, UPRIVER DAM		

Agenda Wording

Administrative reserve increase and contract change orders for the contract with Max J Kuney Company for Upriver Dam Spillway Rehabilitation Phase 3 project, for a total increase of $1,919,000.00.

Summary (Background)

During construction of the Upriver Dam Spillway Rehabilitation Phase 3 project, additional repairs for the dam were discovered and the repairs need to be completed to return the dam back into service. Relevant change orders are being prepared to compensate the contractor for the additional work required. Additional administration reserve funds are also being requested along with additional funds for engineering design and construction management services.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,919,000.00
Current Year Cost	$ 1,919,000.00
Subsequent Year(s) Cost	$ 0

Narrative

Amount		Budget Account
Expense	$ 1,919,000.00	# Various
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	SEARL, LOREN		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

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dstpierre@spokanecity.org	

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 16, 2024
Submitting Department	Water and Hydroelectric Services
Contact Name	Loren Searl
Contact Email & Phone	Lsearl@spokanecity.org; 509-625-7821
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	4100 Upriver Dam Spillway Rehabilitation Phase III Construction Change Orders, Engineering Support Services, and Funds Transfer.
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	During construction of the Upriver Dam Spillway Rehabilitation Phase 3 project additional repairs to the dam were discovered and need to be repaired to return the dam back into service. The following change orders are being prepared to compensate the contractor for the additional work required. Additional administration reserve funds are also being requested along with additional funds for engineering design and construction management services. The following are the estimated costs to perform the work: Change order #1 – Gate 5 Supplemental Repairs: $450,000 Change Order #2 – Spill Bay #7 Concrete Repair: $84,000 Change Order #3 – Gate 5 Seal Replacement: $400,000 Change Order #4 – Gate 5 Abatement and Coating: $35,000 Change Order #6 – Spillway Accelerated Schedule: $550,000 Additional Administration Reserves - $400,000 Additional Engineering and Construction Management costs - $298,396. Total Costs = $2,217,396.00 Funds will be transferred and reallocated to this project from other Upriver Dam projects as shown below. Budget Code: 4100 42490 94340 56501 11051 - $51,896. Budget Code: 4100 42490 94340 56501 11052 - $774,000 Budget Code: 4100 42490 94340 56501 11053 - $1,391,500 Total Transferred = $2,217,396.00 Transferred to Budget Code: 4100-42490-94340-56501-11051

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: $2,217,396

Current year cost: $2,217,396

Subsequent year(s) cost: $0

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Funding Source ☒ One-time ☐ Recurring ☐ N/A
Specify funding source: Select Funding Source*
Is this funding source sustainable for future years, months, etc? Water Dept CIP, utilizing budget account 4100-42490-94340-56501-11051

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

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

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

- What impacts would the proposal have on historically excluded communities?
  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- this work is for Upriver Dam repairs and not a public-facing program or policy.

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  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 part of the Capital Improvement Program and is consistent with recommendations for improving dam safety.

Council Subcommittee Review

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

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/16/2024

Committee Agenda type: Consent

Council Meeting Date: 09/30/2024

Date Rec'd	9/4/2024
Clerk's File #	OPR 2020-0670
Cross Ref #	
Project #	

Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	ITB 5313-20
Contact Name/Phone	DAVID PAINE 625-6878	**Requisition #**	VB 301184
Contact E-Mail	DPAINE@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Agenda Item Name	4490 VALUE BLANKET RENEWAL FOR THE PURCHASE OF BOILER TUBES		

Agenda Wording

Value blanket renewal 4 of 4 with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for the purchase of boiler tubes for use at the Waste to Energy Facility from 11/1/2024-10/31/2025 with a total cost not to exceed $1,000,000.00 plus tax.

Summary (Background)

Prefabricated boiler tubes are a necessary item to have available on-site so that worn tubes can be replaced quickly in the event of a failure or during scheduled outages. On July 30, 2020, based on their response to ITB 5313-20, Helfrich Brothers Boiler Works, Inc. was awarded an initial one-year value blanket with the option of four (4) additional one-year renewals. This will be the final renewal.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Narrative

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

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

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	AVERYT, CHRIS	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	JONES, GARRETT		

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rrinderle@spokanecity.org	

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 16, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org, 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Value blanket renewal for the purchase of boiler tubes at the Waste to Energy Facility
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Prefabricated boiler tubes are a necessary item to have available on-site at the Waste to Energy Facility so that worn tubes can be replaced quickly in the event of a failure or during scheduled maintenance outages. On July 30, 2020 bidding closed on ITB 5313-20 for an as-needed annual supply of these boiler tubes, including the fabrication of u-bends, for the WTE Facility. Helfrich Brothers Boiler Works, Inc., of Lawrence, MA, was the lowest cost, responsible bidder. Other responses were received from The Babcock & Wilcox Company, Boiler Tube Company of America and Technology International, Inc. The initial value blanket with Helfrich Brothers was from Nov. 1, 2020 through Oct. 31, 2021 with a cost not to exceed $650,000.00 and had the option of four (4) additional one-year renewals. This will be the third renewal from Nov. 1, 2024 through Oct. 31, 2025 with an additional cost not to exceed $1,000,000.00 plus tax.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: $1,000.000.00 plus tax

Current year cost: 900,000.00

Subsequent year(s) cost: $1,000,000.00

Narrative: This is a routine repair and maintenance supply expense that was planned for in the Solid Waste Disposal budget.

Funding Source ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Program revenue

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

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

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

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

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

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

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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

  Not applicable

Value Blanket VB-301184		Base Year	1st Opt Year	2nd Opt Year	3rd Opt Year	4th Opt Year
		VB-301184-000	VB-301184-001	VB-301184-002	VB-301184-003	VB-301184-004
		Valid from 11/1/2020 through 10/31/2021	Valid from 11/1/2021 through 10/31/2022	Valid from 11/1/2022 through 10/31/2023	Valid from 11/1/2023 through 10/31/2024	Valid from 11/1/2024 through 10/31/2025
		Unit Price Each	Unit Price Each	Unit Price Each	Unit Price Each	Unit Price Each
Item	Quantities	All Ground FREIGHT CHARGES are the responsibility of the winning supplier per bid ITB 5313-20.	All Ground FREIGHT CHARGES are the responsibility of the winning supplier per bid ITB 5313-20.	All Ground FREIGHT CHARGES are the responsibility of the winning supplier per bid ITB 5313-20.	All Ground FREIGHT CHARGES are the responsibility of the winning supplier per bid ITB 5313-20.	All Ground FREIGHT CHARGES are the responsibility of the winning supplier per bid ITB 5313-20.
Superheater Wide Loop Tube 2"x0.240MW; U-Bend #SA213TP310H 2.00" x .240MW - Tubes will be bent 180 degrees on a 4.25" radius. Tube centers will be 8.5", each leg will have 5" of straight from the bend tangent, the bends will be solution annealed	6 (PRODUCT - QUANTITIES ARE ALL "MORE OR LESS" - AS NEEDED)	$248.00	$292.00	$310.00	$310.00	$430.00
Vendor to provide discount percentage(s) and minimum quantity needed if any discounts apply based on order volume.		Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal	Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal	Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal	Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal	Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal
Swaged Tube - 2.5" OD x .240" MW to 2.0" OD x .304" MW #SA213TP310H - All required ASME Code Material Specifications to be continuously marked along the length of the tube. All tube ends to be capped	6 (PRODUCT - QUANTITIES ARE ALL "MORE OR LESS" - AS NEEDED)	$245.00	$306.00	$325.00	$325.00	$450.00
Vendor to provide discount percentage(s) and minimum quantity needed if any discounts apply based on order volume.		Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal	Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal	Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal	Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal	Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal
Tube, SA213TP310H 2.0" x 0.240 19' length - Boiler Tube - All required ASME Code Material Specifications to be continuously marked along the length of the tube. Each end beveled 37 1/2 degrees & capped.	100 (PRODUCT - QUANTITIES ARE ALL "MORE OR LESS" - AS NEEDED)	$845.00	$1,007.00	$1,068.00	$1,068.00	$1,150.00
Vendor to provide discount percentage(s) and minimum quantity needed if any discounts apply based on order volume.		Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal	Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal	Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal	Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal	Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal
Tube, SA213TP310H 2.50" x 0.240 19' length - Boiler Tube - All required ASME Code Material Specifications to be continuously marked along the length of the tube. Each end beveled 37 1/2 degrees & capped.	100 (PRODUCT - QUANTITIES ARE ALL "MORE OR LESS" - AS NEEDED)	$970.00	$1,225.00	$1,300.00	$1,300.00	$1,375.00
Vendor to provide discount percentage(s) and minimum quantity needed if any discounts apply based on order volume.		Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal	Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal	Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal	Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal	Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal
Percentage discount off list to be provided by vendor for additional tube related items not listed in the Pricing tab but may be realized are needed at a later point in time.		HBBW will offer an 5% discount on the list pricing. This assume normal shipping	HBBW will offer an 5% discount on the list pricing. This assume normal shipping	HBBW will offer an 5% discount on the list pricing. This assume normal shipping	HBBW will offer an 5% discount on the list pricing. This assume normal shipping	HBBW will offer an 5% discount on the list pricing. This assume normal shipping
O: 978-683-7244 | C: 781-636-8644 Helfrich Brothers Boiler Works, Inc.		Base Year Pricing Was Per HBBW's Response to ITB 5313-20			Name	Chris Sylvia
					Signature	
					Date	8/27/2024

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/16/2024

Committee Agenda type: Consent

Council Meeting Date: 09/30/2024

Date Rec'd	9/4/2024
Clerk's File #	OPR 2022-0900
Cross Ref #	
Project #	

Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	RFQ 5760-22
Contact Name/Phone	DAVID PAINE 625-6878	**Requisition #**	VB 301413
Contact E-Mail	DPAINE@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Agenda Item Name	4490 VALUE BLANKET RENEWAL FOR THE PURCHASE OF VARIABLE		

Agenda Wording

Value blanket renewal 2 of 4 with Dykman (Spokane Valley, WA) for the as-needed purchase of variable frequency drives (VFD's) for use at the Waste to Energy Facility from 12/15/2024-12/14/2025 and a total cost not to exceed $80,000.00 plus tax.

Summary (Background)

The Variable Frequency Drives (VFD's) will support replacement efforts for the boiler induction draft fans, as well as the primary and secondary air fans at the Waste to Energy Facility. In 2022, based on their response to RFQ 5760-22, Dykman was awarded a one year value blanket with the option of four (4) additional one-year renewals for the purchase of these VFD's. This will be the second renewal.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 80,000.00
Current Year Cost	$ 80,000.00
Subsequent Year(s) Cost	$

Narrative

This is a repair and maintenance supply expense that was planned for in the Solid Waste Disposal budget.

Amount		Budget Account
Expense	$ 80,000.00	# 4490-44100-37148-53210-34002
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	AVERYT, CHRIS	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	JONES, GARRETT		

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rrinderle@spokanecity.org	

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 16, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org, 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Value blanket renewal for the purchase of variable frequency drives (VFD's) for the Waste to Energy Facility.
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	These drives will support replacement efforts for the Boiler Induction Draft Fans, Primary and Secondary Air Fans. On October 27, 2022 bidding closed on RFQ 5760-22 for the as-needed purchase of these variable frequency drives. Three responses were received; Dykman (Spokane Valley, WA), Maktoum Supplier (QC, Canada) and Pro-Line Procurement Services LLC. (Jacksonville, FL). Dykman was selected as the low cost bidder. The initial value blanket award was for one year with the possibility of four (4) additional one-year renewals. This will be the second renewal from December 15, 2024 through December 14, 2025 with an annual cost not to exceed $80,000.00 plus tax.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: $80,000.00 plus tax

Current year cost: $80,000.00

Subsequent year(s) cost: $80,000.00

Narrative: This is a repair and maintenance supply expense that was planned for in the Solid Waste Disposal budget.

Funding Source ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Program revenue

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

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

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

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

- What impacts would the proposal have on historically excluded communities?
  Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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

  Not applicable

	VB-301413-000 Base Year Valid Through 12-15-2022 Through 12-14-2023	VB-301413-001 1st Option Year Valid Through 12-15-2023 Through 12-14-2024	VB-301413-002 2nd Option Year Valid Through 12-15-2024 Through 12-14-2025
	Unit Price	Unit Price	Unit Price
New Yaskawa Variable Frequency Drives and Kits – As Needed (**With Percentage Off List for VFD's Not Listed**) – As Needed (RFQ 5760-22)	**PRICING ADJUSTMENTS: Pricing shall be firm for a period of 3 months. After initial three-month period, pricing adjustments would be considered on a three-month basis, or more often, based on Supplier providing back up documentation. Back up documentation from manufacturer and/or other sources must be included to justify request. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor's documentation.**	**PRICING ADJUSTMENTS: Pricing shall be firm for a period of 3 months. After initial three-month period, pricing adjustments would be considered on a three-month basis, or more often, based on Supplier providing back up documentation. Back up documentation from manufacturer and/or other sources must be included to justify request. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor's documentation.**	**PRICING ADJUSTMENTS: Pricing shall be firm for a period of 3 months. After initial three-month period, pricing adjustments would be considered on a three-month basis, or more often, based on Supplier providing back up documentation. Back up documentation from manufacturer and/or other sources must be included to justify request. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor's documentation.**
Yaskawa VFD P1000 Series Part Number: CIMR-PU4A0414AAA, 350HP. Unit price should not include tax.	$15,730.20	$15,730.20	$ 15,730.20
Yaskawa VFD P1000 Series Part Number: CIMR-PU4A0675AAA, 500HP. Unit price should not include tax	$22,873.20	$22,873.20	$ 22,873.20
Bid Section Pricing 8.1. Percentage discount off list to be provided by Supplier for additional Yaskawa Variable Frequency Drives and Kits not listed in the Pricing tab but may be realized are needed at a later point in time. Percentage Discount Off Supplier's List Cost. Discount percentages offered will remain unchanged throughout the life of the contract and any renewals.	40%	44%	44%

Dykman	**Base Year Pricing was per 'Dykman response to RFQ 5760-22.**	NAME	Cody Brown
Mr. Cody Brown, Eastern and Western Montana Sales Manager		SIGNATURE	
Phone 509 536 8787		DATE	6-4-24
cbrown@dykman.com			

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/16/2024

Committee Agenda type: Consent

Council Meeting Date: 09/30/2024

Date Rec'd	9/3/2024
Clerk's File #	OPR 2024-0821
Cross Ref #	
Project #	

Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	RFQ 6216-24
Contact Name/Phone	DAVID PAINE 625-6878	**Requisition #**	RN 281
Contact E-Mail	DPAINE@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Agenda Item Name	4490 VALUE BLANKET FOR BELT CONVEYOR PARTS		

Agenda Wording

One year value blanket award to Motion Industries (Sunrise, FL) for the as-needed purchase of belt conveyor parts for use at the Waste to Energy Facility from 10/15/24-10/14/25 and a total cost not to exceed $65,000.00 plus tax.

Summary (Background)

The Waste to Energy Facility recently installed a new belt conveyor system. Stock replacement parts are needed so repairs can be made quickly to ensure the facility can maintain continuous operation. On August 15, 2024, bidding closed on RFQ 6216-24 for the as-needed purchase of these parts. Two responses were received from Thomas Conveyor (Burleson, TX) and Motion Industries (Sunrise, FL). Due to part availability and pricing, it was decided to award a one year value blanket to both vendors.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 65,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a repair and maintenance supply expense that was planned for in the Solid Waste Disposal budget.

Amount		Budget Account
Expense	$ 65,000.00	# 4490-44900-37148-54803
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	AVERYT, CHRIS	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

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

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 16, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org, 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Purchase of as-needed belt conveyor parts for the Waste to Energy Facility
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The Waste to Energy Facility recently purchased and installed a new belt conveyor system in the facility's ash bypass building. This conveyor system transports ash out of the burner so it can be loaded into trucks for hauling. As it is a new system, there is need to procure and stock replacement parts as-needed so repairs can be made quickly to ensure the facility can maintain continuous operation. On August 15, 2024, bidding closed on RFQ 6216-24 for the as-needed purchase of these conveyor parts. Two responses were received from Thomas Conveyor (Burleson, TX) and Motion Industries (Sunrise, FL). Due to part availability and pricing, it was decided to award a one year value blanket to both vendors. The value blanket with Motion Industries will be from October 15, 2024 through October 14, 2025 with a total cost not to exceed $65,000.00 plus tax.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: $65,000.00

Current year cost: $65,000.00

Subsequent year(s) cost: 0

Narrative: This is a routine repair and maintenance supply expense that was planned for in the Solid Waste Disposal budget.

Funding Source ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Program revenue

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

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

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

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

- What impacts would the proposal have on historically excluded communities?
  Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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

  Not applicable

Bid Response Summary

Bid Number	RFQ 6216-24
Bid Title	Belt Conveyor Replacement Parts, As Needed
Due Date	Thursday, August 15, 2024 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Open for Bidding
Company	Motion Industries (Kaman Industrial Technologies)
Submitted By	Chris Malcolm - Wednesday, August 14, 2024 4:07:02 PM [(UTC-08:00) Pacific Time (US & Canada)] chris.malcolm@kdgcorp.com 5095351611
Comments	

Question Responses

Group	Reference Number	Question	Response
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.	Acknowledged
	#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 9:00 a.m. Pacific Local Time, on the bid opening date. Acknowledge.	Acknowledged
	#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 of Spokane.	Acknowledged
PAYMENT TERMS			

	#1	Vendor acknowledges that payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	Acknowledged
	#2	Invoices must be submitted to Spokane Solid Waste Disposal within 30 days. performing services. • All Invoices shall reference the invoice number and total quantities of items and types. Invoices shall reference and order number. Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be emailed to mdorgan@spokanecity.org the Spokane Solid Waste Disposal, Attn: Office Manager.	Acknowledged
BIDDER INFORMATION			
	#1	Provide Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting proposal.	Chris Malcolm Motion Industries chris.malcolm@motion.com 509-535-1611
	#2	State Person, Phone Number, and Email Address to be contacted by the City regarding Bid.	Chris Malcolm 509-998-0790

	#3	Successful Proposal 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 service agreement. Enter representative's name, phone number, and Email Address.	Chris Malcolm 509-998-0790 chris.malcolm@motion.com
	#4	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	Motion Stocking Distributor.pdf
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT			
	#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	Acknowledged
	#2	City of Spokane Business Registration Number	601108385
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 under the laws of Delaware
TERMS AND CONDITIONS			

	#1	Bidder agrees and acknowledges compliance with Terms and Conditions as set forth in RFQ document so named in the 'Documents' tab. If selected response was “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.	ACKNOWLEDGED
	#1.1	EXCEPTIONS: If you took exception above, upload here.	List of Exceptions to City of Spokane Bid (HKW 8-14-24).docx
	#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	Certifies
ADDITIONAL ITEMS			
	#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	Yes
ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER			
	#1	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.	not applicable
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			
	#1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	Acknowledged

	#2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	Acknowledged
	#3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as “PROPRIETARY INFORMATION.” If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.	Acknowledged
	#4	The City will neither look for nor honor any claims of “proprietary information” that are not within the separate part of your response.	Acknowledged
MINORITY BUSINESS ENTERPRISE			
	#1	Vendor (is___, is not ___) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not

SMALL BUSINESS			
	#1	Vendor (is ___, is not ___) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION			
	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	Certifies No Agreement Was Entered
INTERLOCAL PURCHASE AGREEMENTS			
	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
ACCEPTANCE PERIOD			
	#1	Bids must provide ninety (90) days for acceptance by the City from the due date for receipt of Bids. Acknowledge.	Acknowledged
CONTRACT PERIOD			

	#1	Pending City Council approval, resulting contract(s) will be for a five-year period, beginning approximately October 15, 2024 through October 14, 2029. Total contract periods shall not exceed five (5) years.	Acknowledged
DELIVERY DEFAULT			
	#1	The acceptance of late performance by the Purchaser 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. B. When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Vendor will be required to pay any differences in cost.	No
PCB CERTIFICATION			
	#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
	#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
	#3	If so were PCBs found at a measurable level?	Don't Know

	#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Don't Know
	#5	If so attach the results or note from whom the results can be obtained.	not applicable
	#6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
GENERAL INSTRUCTIONS			
	#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	Acknowledged
	#2	Time is of the essence in the performance of this contract.	Acknowledged
	#3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	Acknowledged
	#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	Acknowledged
	#5	The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote deemed to be in the best interest of the City.	Acknowledged
	#6	The City may choose from more than one vendor. The City of Spokane reserves the option of awarding by type or grouping, or by any manner most advantageous for the City.	Acknowledged
	#7	Bidder should be aware that Bid may be rejected if all questions are not completely and correctly answered.	Acknowledged

SPECIAL INSTRUCTIONS - GENERAL			
	#1	If the products differs from the provisions contained herein, these differences must be explained in detail.	Acknowledged
	#2	Suppliers found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	Yes
	#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.	Acknowledged
	#4	Successful bidder shall furnish standard warranty.	Acknowledged

#4.1	State Warranty:	Terms and Conditions Standard Terms and Conditions of Sale PRODUCTS AND SERVICES SOLD ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND AT THE MOTION INDUSTRIES WEBSITE, WWW.MOTIONINDUSTRIES.COM, NOTWITHSTANDING ANY CONTRADICTORY TERMS OF THE BUYER'S PURCHASE ORDER. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN AND THOSE SET FORTH AT THE MOTION INDUSTRIES WEBSITE, THE TERMS AND CONDITIONS OF SALE SET FORTH AT THE MOTION INDUSTRIES WEBSITE SHALL PREVAIL. NO PERSON HAS THE AUTHORITY TO ALTER THESE TERMS OTHER THAN A CORPORATE OFFICER OF MOTION INDUSTRIES, INC., AND ANY SUCH ALTERATION MUST BE IN WRITING. BUYER'S ACCEPTANCE OF PRODUCTS CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE. Pricing All prices are F.O.B. shipping point unless otherwise specified. Product dimensions and/or quantities are subject to change. Quoted prices are subject to addition for federal, state or local taxes, and subject to change if Products are not shipped within 10 days. Otherwise, prices in effect at time of shipment will prevail. It is the obligation of Buyer to provide evidence of sales tax exemption to Motion Industries. Notwithstanding the foregoing, in the event that sales tax is determined to be due upon any purchase, Buyer will pay the amount of such tax to Motion Industries for payment to the appropriate taxing authorities. Acceptance Any Buyer purchase order is subject to approval and acceptance by an authorized representative of Motion Industries at the Servicing Branch or its general office in Birmingham, Alabama, and subject to the terms set forth herein. Motion Industries expressly limits its acceptance to these terms. Additional or different terms in Buyer's purchase order shall not be

binding on Motion Industries, and are hereby expressly rejected. Buyer agrees to inspect the Products within seventy-two (72) hours after receipt of the Products, and Buyer agrees to promptly notify Motion of any readily-apparent defects or nonconformities. Buyer waives any right to object to such defects or nonconformities later than seventy-two (72) hours after receipt of the Products. Warranties Motion Industries warrants that for a period of ninety (90) days from the date of the invoice or the delivery of the products or services, whichever is sooner, the products and/or services covered hereby conform to the written specifications on the face of the purchase order, if any, and accepted by Motion Industries; provided, however, product dimensions and/or quantities are subject to change. All other warranties are excluded, whether express or implied, by operation of law or otherwise, including but not limited to all implied warranties of merchantability or fitness for a particular purpose. Motion Industries shall not be liable for incidental or consequential damages directly or indirectly arising or resulting from the breach of any of the terms hereof or from the sale, handling or use of the products sold or services rendered. Motion Industries' liability hereunder for breach of warranty, negligence, tort, or otherwise, is expressly limited at the option of Motion Industries: (a) to the replacement at the agreed point of delivery of any products found to be defective or not to conform to the specifications set forth herein, (b) to the repair of such products, or (c) to the refund or crediting to buyer of the price of such products. Motion Industries is a distributor, and not a manufacturer of products. Accordingly, any warranty of quality, merchantability or fitness for a particular purpose is that of the manufacturer only and not that of Motion Industries. Motion Industries agrees to use commercially reasonable efforts to cause its manufacturers to furnish products that will be free from defects in material and workmanship and will be free from patent infringement. Should the product fail to

meet any manufacturer's warranty, then upon notification thereof by Buyer to Motion Industries and substantiation from Buyer that the product has been stored, installed, maintained and operated in accordance with manufacturer's recommendations and standard industry practice, Motion Industries shall assist Buyer in obtaining suitable repair or replacement, or other remedy, as provided in the applicable manufacturer's warranty. Delivery Terms Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise agreed in writing by Motion Industries, delivery will be made and title will pass to Buyer F.O.B. point of shipment. Expense and risk of loss of transporting the goods shall pass to Buyer at point of shipment. Delivery in Installments Motion Industries reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of the obligations to accept and pay for remaining deliveries. Payment Unless otherwise agreed in writing by an authorized officer of Motion Industries, terms of payment are 1% discount for payment by the 25th of the month for invoices dated from the 1st through the 15th of the same month, and payment by the 10th of the next month for invoices dated from the 16th to the end of the month. Otherwise, net payment is due within thirty (30) days of invoice date. U.S. Postal Service post mark shall be determinative. Discounts are not available for payment by credit card or for cash purchases. Should the financial responsibility of Buyer at any time become unsatisfactory to Motion Industries, Motion Industries shall have the right to require payment for any shipment hereunder in advance or, in the alternative, the provision of satisfactory security. If Buyer fails to make payment in accordance with the terms of this Agreement or fails to comply with any provision hereof, Motion Industries may at its option, in addition to

any other remedies, cancel any unshipped portion of an order and other pending orders. Buyer shall remain liable for all unpaid accounts. In the event Buyer fails to make payment in accordance with the terms of this Agreement, the account shall be deemed to be delinquent and a late charge of one and one-half percent (1.5%) per month will be assessed on the unpaid balance. Buyer agrees to pay all collection costs and expenses, including reasonable attorneys fees, incurred by Motion Industries in collecting or attempting to collect such account. Motion Industries is a subsidiary of Genuine Parts Company. In the event Buyer owes any past due indebtedness to Motion Industries, or any other operating unit (including all divisions or subsidiaries) of Genuine Parts Company, then any amounts that such operating unit owes to Buyer may be offset against such indebtedness and the Genuine Parts Company unit shall be obligated to pay to Buyer only the net amount after application of such setoff. Freight and Handling Unless otherwise provided in writing, freight charges on all shipments, and spotting, switching, demurrage, or drayage at destination are to be paid by Buyer. All incoming shipping and handling charges on all material on which the supplier of said material does not pre-pay or allow freight into Motion Industries' warehouse, and all outgoing shipping and handling charges on all shipments from Motion Industries to Buyer shall be borne by Buyer. Any difference in the amount of freight from that shown on the invoice as being included, is for Buyer's account. Motion Industries reserves the right to designate origin and intermediate carriers. If a specific delivering carrier is required, Buyer must designate such carrier in writing to Motion Industries prior to shipment. Taxes Prices do not include any present or future sales, use, excise, or similar taxes. All such taxes shall be for Buyer's account. Delay Motion Industries shall not be liable for any failure or delay in manufacture, shipment or delivery of Products resulting from any cause beyond Motion Industries' control,

including, but not limited to, provisions of law or governmental regulations, accident, explosion, fire, windstorm, flood or other casualty, strike, lockout, or other labor difficulty, riot, war, terrorist acts, insurrection, shortage of or inability to secure labor, raw materials, production or transportation facilities. Shipping dates are approximate and are based on conditions at the time of quotation. Motion Industries shall not be liable for failure or delay in performance due to prior sale of Products. In the event of such delay, there will be no termination and the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cancellation No order may be canceled or changed in whole or in part without the prior written consent of Motion Industries. Shipment of Products cannot be extended beyond the original shipping date specified without Motion Industries' written consent. Compliance with Laws Motion Industries warrants that it has complied, and will continue during the performance of this order to comply, with the provisions of all applicable federal, state and local laws and regulations from which liability may accrue to Buyer as a result of any violation thereof by Motion Industries. Motion Industries warrants compliance with the Fair Labor Standards Act and the Equal Employment Opportunity Act, as amended, in its performance. Compliance with any federal, state or local procurement regulations, laws, or contract provisions in any form of government contracting by Buyer, shall be solely the responsibility of the Buyer. Copy of Buyer's License Buyer agrees to furnish to Motion Industries a copy of any state license that would cause purchases by Buyer to be free of sales tax. Further, Buyer shall continually furnish copies of such licenses from year to year, as the same are renewed. Assignment Buyer may not assign this Agreement without prior written consent of Motion Industries. Specifications Specifications and instructions are in accordance with directions of Buyer and full responsibility for their correctness is assumed by Buyer. Claims Claims for errors, shortages or

defective goods must be made within ten (10) days after receipt of material. Waiver Waiver of any breach of this Agreement shall not be construed as a waiver of any other breach. Return Goods Policy No Products will be accepted for return without a Motion Industries approved Return Goods Authorization ("RGA"). All returns are subject to a restocking charge. Special ordered or modified Products are not returnable. Miscellaneous Credits Motion Industries may apply any miscellaneous credits to the account of the Buyer, including the off-set of any unpaid invoices, late charges or others amounts due to Motion Industries. Any miscellaneous credits remaining unapplied for one (1) year, may, at the discretion of Motion Industries, be turned over to the appropriate state agency responsible for unclaimed property. Fabrication In the event that the sale involves the fabrication of any Products by Motion Industries, including without limitation hose or fluid power products, the specifications for such fabrication shall be the sole responsibility of the Buyer. Nuclear or Other Hazardous Activities Unless specifically acknowledged and agreed in writing by a duly authorized officer of Motion Industries, Products sold hereunder may not be used in connection with any nuclear facility or any other hazardous activity, including without limitation, military, aerospace, missile or other critical application. Buyer agrees to indemnify and hold Motion Industries harmless from any liability that results from Buyer's use that is inconsistent with this paragraph. Environmental and Safety Material Safety Data Sheets (MSDS). Motion Industries provides MSDS that are prepared by its manufacturers. MSDS are not prepared by Motion Industries. Current MSDS will be provided to Buyer in connection with a purchase of a Product when required by law or regulation. Dangerous Goods/Hazardous Materials. Certain types of Products may contain Volatile Organic Compounds, Ozone Depleting Substances, Mercury or other chemicals subject to restrictions by state and/or federal law and regulation. Motion

Industries does not guarantee that any Product is in compliance with such restrictive state and/or federal law and regulation, and assumes no responsibility for how Products containing such restricted substances shall be used, installed or resold by Buyer. Buyer assumes sole responsibility for compliance with all applicable state and/or federal law and regulation concerning such affected Products. Motion Industries will cooperate with Buyer with respect to the handling, shipping or other disposition of affected Products. Shipping. In addition to the Delivery Terms and the Freight and Handling paragraphs above, the Buyer acknowledges that hazardous materials require special handling, labeling and packaging. Carrier surcharges may also apply. Buyer agrees to pay for all shipping, handling labeling and packaging charges associated with the shipping of hazardous materials. Motion Industries is not responsible for, nor is it to be considered the "offeror" for, any further shipment or transshipment made by or on behalf of Buyer by any mode of transportation. Buyer assumes full responsibility for compliance with all state and/or federal rules and regulations governing the Product's further transportation by ground, air or water in domestic and/or international commerce. Products Sold for Buyer's Export Buyer assumes responsibility and liability for compliance with all U.S. and international laws, treaties and customs rules and regulations applicable to the export of Products by Buyer. Electronic Commerce Motion and Buyer specifically agree that purchases and sales between them may be conducted electronically in accordance with the Alabama Uniform Electronic Transactions Act. Modification Unless Buyer and Motion Industries have specifically executed a supply agreement for the purchase and sale of Products, there are no terms, conditions, understandings or agreements between Buyer and Motion Industries other than those stated herein and all prior proposals and negotiations are merged herein. NO

TERMS AND CONDITIONS IN ANY WAY ALTERING OR MODIFYING THE PROVISIONS HEREOF SHALL BE BINDING UPON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY. NO MODIFICATION OR ALTERATION OF THE PROVISIONS HEREOF SHALL RESULT FROM MOTION INDUSTRIES' SHIPMENT OF MATERIAL FOLLOWING RECEIPT OF BUYER'S PURCHASE ORDER, SHIPPING ORDER, OR OTHER FORMS CONTAINING PROVISIONS, TERMS AND CONDITIONS IN ADDITION TO OR IN CONFLICT OR INCONSISTENT WITH THE PROVISIONS HEREOF. Venue; Governing Law THE BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT JURISDICTION AND VENUE FOR ANY ACTIONS BROUGHT BY EITHER PARTY SHALL BE EXCLUSIVELY IN THE COUNTY AND STATE OF THE MOTION INDUSTRIES SERVICING BRANCH FROM WHICH THE PRODUCT OR SERVICE WAS TO BE PROVIDED. THE PARTIES FURTHER AGREE THAT THE LAW OF ALABAMA SHALL APPLY. The provisions of the United Nations Convention on Contracts for the International Sales of Goods shall not apply. Standard terms and conditions for purchases Terms and conditions/acceptance These terms and conditions control Motion Industries, Inc.'s (hereinafter "Motion") purchases of goods and services from any supplier, distributor, manufacturer, or retailer (hereinafter "Supplier"). In the event of any conflict between the terms and provisions or any purchase order (hereinafter "Order"), invoice, or any other contracts, exhibits, representations or agreements (whether written or oral), the terms set forth herein shall control. These terms and conditions may not be waived or modified except as specifically set forth in writing by Motion. By accepting any Order from Motion, Supplier acknowledges these terms and conditions and agrees that they are incorporated by reference into any Order, and Supplier agrees to comply with all the

terms and conditions set forth herein. Supplier also acknowledges that these terms and conditions shall apply to all of Motion's divisions and subsidiaries. Pricing Supplier shall furnish the goods or services in strict accordance with the price and delivery schedule stated in the Order. TIME IS OF THE ESSENCE with respect to all of Supplier's performance hereunder. Unless otherwise stated, prices on invoices include all charges for inspection and packaging. Prices shall remain fixed from the time of the acceptance of the Order through the completion of each Order. Payment Supplier shall issue invoices only after delivery of the goods and/or completion of the services ordered by Motion in the Order. Invoices shall include the Order number, part numbers, the Motion facility in question, description of the goods or services, quantities, unit price, applicable taxes, and extended totals. Supplier shall clearly indicate on all invoices any line-item charges for applicable federal, state and municipal sales taxes or any other taxes appropriate for the transaction at issue. Supplier agrees to invoice Motion no later than one hundred eighty (180) days after shipment of goods or performance of the services set forth in the Order. Motion will not be obligated to make payment against any invoices submitted after such period. Motion may reject any invoice for noncompliance with any of the provisions of this paragraph. Motion shall issue payment within ninety (90) days after its receipt of a correct and conforming invoice (which includes all supporting documentation). Payment is deemed made when Motion's check is mailed or Motion's EDI funds transfer is initiated. If for any reason Motion had made payment for goods or services that were subsequently rejected, such payment shall be refunded by Supplier within ten (10) days after Motion's request therefore or, at Motion's option, said payment shall be deducted from any other or subsequent payments due or to become due to Supplier. Set-off; Recoupment Motion shall have the right at any time to set off from any invoice any

amount owed by Supplier to Motion.

Warranty IN ADDITION TO ANY WARRANTY IMPLIED BY LAW, SUPPLIER WARRANTS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF ACCEPTANCE OF THE GOODS BY MOTION THAT: (A) ALL GOODS OR SERVICES PROVIDED HEREUNDER ARE NEW, OF THE GRADE AND QUALITY SPECIFIED, FREE FROM DEFECTS IN DESIGN, MATERIAL AND WORKMANSHIP AND ARE OF A QUALITY OF WORKMANSHIP; (B) SUPPLIER HAS GOOD AND MARKETABLE TITLE TO THE GOODS AND SERVICES AND HAS CONVEYED SUCH TITLE TO MOTION FREE FROM ANY ENCUMBRANCES, LIENS, SECURITY INTERESTS OR OTHER DEFECTS IN TITLE; (C) THE GOODS OR SERVICES PURCHASED HEREUNDER CONFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, SAMPLES AND OTHER DESCRIPTIONS, IF ANY, REFERENCED HEREIN; AND (D) THE GOODS OR SERVICES PURCHASED HEREUNDER ARE MERCHANTABLE AND SUITABLE FOR THE PURPOSES INTENDED. All warranties set forth herein shall survive any inspection, delivery, acceptance, payment, expiration or early termination of an Order, and such warranties shall run to Motion, its successors, assigns, customers and any end users of the goods. Any goods repaired or replaced and services re-performed shall be warranted for the remaining period of the one (1) year term, or six (6) months, whichever is longer. In the event of a breach of any warranty set forth above for goods or services provided under any Order, Supplier agrees to repair or replace at its own expense all said goods or services. Payment for and inspection, tests, acceptance or use of the goods furnished hereunder shall not affect Supplier's warranty obligations, and such warranties shall survive inspection, tests, acceptance and use.

Remedies/Non-Waiver Motion's remedies provided herein are cumulative and in addition to any other or further remedies provided by law or in

equity. Any waiver by motion of supplier's breach of an order or any term or condition set forth herein must be in writing and shall not operate or be construed as a waiver by motion of any subsequent breach by supplier. Any delay or omission in exercising any right, power or remedy pursuant to a breach or default by motion shall not impair any right, power or remedy that motion may have with respect to that or any other future breach or default. Force Majeure Motion shall not be responsible for any delay in its acceptance of the goods or services or for any loss or damage which is incurred or suffered by Supplier in relation to any Order as a result of a strike, lockout or other industrial disturbance, act of public enemies, any government action, any civil or military action, insurrection, riot, landslide, hurricane, drought, fire, earthquake, explosion, flood, storm, act of God, or any other cause or event not reasonably within Motion's control. Supplier shall immediately notify Motion in writing if its performance hereunder is delayed due to any such event and Motion may either (a) extend the time of performance, or (b) terminate the uncompleted portion of the Order at no cost to Motion. Indemnity Supplier shall indemnify, defend, and hold Motion and its parent company, divisions, subsidiaries, affiliated entities and employees harmless from and against all liability, loss, costs, attorney's fees and expenses, and damages (collectively, "Losses"), resulting from or arising out of (i) any claim that the goods or services are defective, negligently designed or manufactured in any manner, or otherwise determined to be the cause of injury or death to persons, or damage to property, or both; (ii) any claim that the goods or services or the manufacture, sale or labeling of the goods or services fails to comply with any governmental requirement, or the labeling on any goods, or on or within the packaging for any goods (including any instructions or warnings thereon), is inadequate in any manner; (iii) any claim that the goods should have been recalled pursuant to any

governmental requirement; (iv) Supplier's negligence or willful misconduct in supplying the goods or services; (v) any claim that the goods or services violate or infringe on any patent, trademark, copyright or other intellectual property right; or (vi) any claim, action, suit or proceeding by any person, firm, governmental agency or corporation resulting from or arising out of (i) through (v) above. Relationship Between Parties The relationship between the parties hereto is that of independent contractors. Nothing in an Order shall be construed as creating any partnership, joint venture, or agency between the parties. Assignments Supplier shall not assign, delegate or subcontract this Order or any obligations hereunder without Motion's prior written consent. Any such attempted assignment or delegation without Motion's prior written consent shall be void and have no force or effect and, at Motion's option, shall be cause for Motion's termination of any or all Orders. Inspection; Acceptance Supplier, at its cost, shall inspect all goods prior to shipment to Motion and all services prior to completion. If requested by Motion, Supplier shall immediately provide Motion with a copy of the inspection results or other related records. Motion reserves the right to conduct its own inspection and testing wherever such goods or services are located. If Motion conducts such inspection or testing on Supplier's premises, Supplier shall provide, without additional charge, all reasonable facilities and assistance for such inspection and tests. Final inspection and acceptance by Motion shall be at the Motion location designated in this Order unless otherwise specified in this Order. In the event that the goods do not conform with the Order or the terms and conditions set forth herein, Motion may, at its election (in addition to any other remedies set forth in these terms and conditions or available under common law, statute, or otherwise): (a) reject and refuse delivery or return the nonconforming goods at Supplier's expense to Supplier for full credit; or (b) unless directed otherwise by Supplier,

undertake reasonable commercial efforts to sell such non-conforming goods and pay Supplier the price obtained from the sale of such goods, less any expenses or damages incurred by Motion in selling same and any damages resulting from the nonconformance; or (c) (in the event of services) require Supplier, at Supplier's sole expense, to re-perform or repair the services to make the services conforming. Delivery/Title/Risk of Loss Unless otherwise noted on the Purchase Order or stipulated in a Purchasing contract, Goods shall be shipped by Supplier F.O.B. Destination, Freight Prepaid, and services shall be performed at the Motion location specified on the Order. Supplier agrees to utilize Motion's preferred freight carriers whenever possible. Regardless of FOB terms of sale, title and risk of loss shall pass and acceptance of goods shall take place when such goods have been delivered to Motion's specified destination and passed Motion's inspection and test. Motion reserves the right to specify a different delivery location after the Order has been placed. Supplier shall enclose a packing list for all shipments showing the Order number, Supplier's name, and the exact quantity and description of goods shipped. Supplier shall not charge Motion for boxing, crating, handling damages, carting, storage or other packaging or hauling requirements. All packaging must meet commercial standards and accepted industry practices to ensure against damage to and for full protection of the goods. If delivery or performance is not made within the time stated in the Order (or, if no time is stated, within a reasonable time), Motion may, in addition to Motion's other rights and remedies, purchase the goods elsewhere or retain substitute performance of the services, charge Supplier for any resulting expense, loss or damage and/or cancel the applicable Order. Debit Memo Policy/Billing Disputes Supplier acknowledges Motion's right to issue a debit memo to remedy any disputes related to pricing, quantities delivered, freight charges or any other discrepancy. Supplier has 90 days from

receipt to respond to the debit memo. Any dispute or disallowance should be emailed to ap.corporate@motion-ind.com. If the debit has not been disputed within the 90 days, Supplier must honor the debit, and Supplier agrees that it will waive any right to dispute said debit memo, regardless as to the validity of the claims. Supplier agrees to attempt to reconcile all charges, invoices, costs, expenses or other amounts due from Motion in writing within 180 days of the date of the initial invoice or 180 days after the transaction or occurrence at issue, whichever is earlier. Supplier agrees that if it does not bring said charges, invoices, costs, expenses or other amounts due from Motion to Motion's attention in writing within said time frame, Supplier agrees that it thereby waives any rights associated with said claims, regardless as to the validity of the claims. Compliance With Laws Supplier shall comply with all national, state, and local statutes, laws, ordinances and regulations governing the manufacture, transportation, import, export and the sale of goods and services anticipated in any Order. Termination Motion may terminate any Order without penalty by giving notice to Supplier, effective immediately upon such notice, on the happening of any one or more of the following events: (a) breaches any term or condition set forth herein or set forth on any Order; (b) any applicable statutes, laws, ordinances and regulations prevent full compliance with any Order by Supplier or Motion; or (c) commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization or similar laws of any jurisdiction by or against Supplier, or if any order shall be made or any resolution passed for the winding up, liquidation or dissolution of Supplier, or if a receiver is appointed for Supplier or its property. Additionally, Motion shall have the right at any time without cause to terminate all or any part of an undelivered portion of any Order, effective upon written notice to Supplier, provided that Motion shall be responsible for Supplier's actual and direct out-of-pocket costs reasonably incurred in

			reliance on the Order until the date of such termination (but Motion shall have no liability to Supplier or any third parties for consequential, indirect, special or exemplary damages based upon said Order termination, even if Motion is advised of the possibility of the same). Choice of Law/Miscellaneous The Order and these terms and conditions constitute the entire agreement of the parties with respect to the matters hereto. The Order and these terms and conditions and shall be governed by the laws of the State of Alabama, without regard to conflict of law principles. Each party agrees to perform all further acts and execute, acknowledge, and deliver any documents reasonably necessary, appropriate or desirable, to carry out the provisions of the Order and these terms and conditions. Every covenant, term, and provision of the Order and these terms and conditions shall be construed simply according to its fair meaning and not strictly for or against any party. If any one or more of the provisions of the Order or these terms and conditions shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
	#5	Federal and State laws governing this product and its final certification must be satisfied.	Acknowledged
	#6	It shall be the Supplier's responsibility to conform to all Federal Standards for certification.	Acknowledged
	#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 the purchase order.	Acknowledged

	#8	Annual Estimated Quantities are estimates only and is not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process.	Acknowledged
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.	Acknowledged
	#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design in regards to form, fit and function, to enable WTEF Maintenance personnel to merely change changeout items as needed by performing a drop in replacements into existing crane systems currently employed at COS WTEF.	Acknowledged
	#3	Awarded Supplier(s) would be responsible for providing spec'd new Belt Conveyor Replacement Parts listed on Pricing Page, or approved or-equal. City will make final determination if product bid is equivalent and will be approved.	Acknowledged
	#3.1	Any delivered item that does not meet specifications will not be accepted.	Acknowledged
	#4	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of valve. Upload Letter	Motion Stocking Distributor.pdf
	#5	As applicable, Safety Data Sheets must be included with Bid Proposal. Upload Here	

	#6	If you took exception to #1 through #5 above, explain in detail.	not applicable
INTERPRETATION			
	#1	If the Bidder discovers any errors, discrepancies or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.	Acknowledged
WITHDRAWAL OF BIDS			
	#1	Bidders may withdrawal Bids prior to the scheduled bid due date and time. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the bid due date.	Acknowledged
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. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.	Acknowledged
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, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.	Acknowledged
REJECTION OF BIDS			

	#1	The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	Acknowledged
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 agree and acknowledge
	#2	FREIGHT TRANSPORTATION CHARGES: Will be prepaid and add; and listed as a separate line item on invoices. The City reserves the right to request copies of all freight invoices incurred by vendor.	Acknowledge
	#3	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I agree and acknowledge
	#4	If you took exception to any of the above, explain in detail.	not applicable
PRICING			
	#1	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should --not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax	Acknowledged

	#2	Quantities shown on “Pricing Form” are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	Acknowledged
	#3	Bidder must complete and upload Pricing Page document so named in the 'Documents' tab. Upload Here:	Pricing Page RFQ 6216-24 Motion Industries.pdf
	#4	Additional Electrical Parts and Associated Related Items not currently listed on the pricing form.	Yes
	#4.1	VENDOR’S PERCENTAGE DISCOUNT: Should additional Belt Conveyor Replacement Parts and Associated Related Items be needed that are not currently listed on Pricing Page, but may be realized are needed at a later point in time, Vendor shall provide Vendor’s Percentage Discount off Vendor’s List Price, to arrive at a Unit Price Cost. Enter Vendor’s Percentage Discount here:	25%
	#4.1.1	Vendor’s Percentage Discount offered will remain unchanged throughout the life of the contract.	I agree and acknowledge

	#4.2	VENDOR'S PERCENTAGE MARK UP: Should Vendor "not" provide percentage discount, Vendor shall provide Vendor's Percentage Mark Up above Vendor's List Price, for additional Belt Conveyor Replacement Parts and Associated Related Items be needed that are not currently listed on Pricing, but may be realized are needed at a later point in time. Enter Vendor's Percentage Mark Up above vendor list price here:	not applicable
	#4.2.1	Percentage Markup will remain unchanged throughout the life of the contract.	I do not agree or acknowledge
	#4.3	Bidder is aware of if it does not offer either a Percentage Discount or a Percentage Markup, (Either-Or, Not Both), then any resulting Value Blanket will only be able to be utilized to procure items that are listed on the pricing page.	Acknowledge
PRICE ESCALATION/DE-ESCALATION			
	#1	Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original contract, 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 agree and acknowledge
	#2	Price increases will not be considered before the end of the first term of the Contract, 10/15/2025 -10/14/2029.	I do not agree or acknowledge

	#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 agree and acknowledge
	#4	A written request for a price adjustment will be submitted a minimum of sixty (60) calendar days in advance of a proposed effective date, or a mutually agreed upon.	I agree and acknowledge
	#5	An approved price increase will become effective after the approval of the increase.	I agree and acknowledge
	#6	Approved price changes will be put into effect through the use of a change order to the Agreement. Price changes will not be retroactive.	I agree and acknowledge
	#7	Retroactive price increase adjustments will not be considered.	I agree and acknowledge
	#8	Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Agreement for cause.	Acknowledged
	#9	During the term of the contract, should the Contractor 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 Contractor shall immediately request that an amendment to the Contract to provide similar pricing to the City, if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Contractor shall immediately notify the City of any such contracts entered into by the Contractor. Price decreases may be considered and implemented at any time upon mutual consent of the parties.	Acknowledged
AWARD OF CONTRACT(s)			

#1	Award of contract(s) shall begin upon approval by City Council, will be to the Bidder(s) whose Bid 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.	Acknowledged
#2	Estimated annual expenditure is $35,000 more or less; or $175,000 more or less over five-year period. This is an estimate only and the City of Spokane does not guarantee it.	Acknowledged
#3	It is the intent of this bid to enter into a five (5) year value blanket contract(s) for the as-needed purchases of new Belt Conveyor Replacement Parts, As Needed. Orders will be placed as-needed throughout the contract term with a blanket order process. Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	I agree and acknowledged

	#3.1	Multiple blanket orders may be awarded based on Vendors' ability to provide spec'd items, and to allow the City the flexibility to allocate requirements among awarded Vendors based upon lead times to best meet City's needs. Bidders are encouraged to bid on as many of the spec'd items that is able to supply. Award of contract(s), when and if made, will be to the bidder(s) whose bid is the most favorable to the City. Blanket Order(s) are optional (non-exclusive) use. The City Council shall make the award of Blanket Order(s). Resulting Blanket Order(s) is optional (non-exclusive) use.	I agree and acknowledge
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	
	#2	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	List of Exceptions to City of Spokane Bid (HKW 8-14-24).docx

#3	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	Pricing Page RFQ 6216-24 Motion Industries.pdf

Rinderle, Rick

From: Chris Malcolm <Chris.Malcolm@motion.com>
Sent: Thursday, August 15, 2024 7:17 AM
To: Rinderle, Rick
Subject: Re: [EXT] Clarification Needed RFQ 6216-24 Bid Response

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good morning Rick,
I confirm that Motion Industries would hold pricing for the first 12 months of the contract.

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

Chris Malcolm
Account Representative
4414 N. Barker Road, SUITE 104
SPOKANE Valleyv, WA 99027
T:509-777-4136 | M:509-998-0790
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T:509-900-3930 | M:509-998-0790
Chris.Malcolm@motion.com | www.motion.com

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From: Rinderle, Rick <rrinderle@spokanecity.org>
Sent: Thursday, August 15, 2024 7:07:45 AM
To: Chris Malcolm <Chris.Malcolm@motion.com>
Cc: Rinderle, Rick <rrinderle@spokanecity.org>
Subject: [EXT] Clarification Needed RFQ 6216-24 Bid Response

External Email: This is an EXTERNAL email do not click links or open attachments unless you know the content is safe. Please use caution with Urgent Requests.

Motion Industries

Mr. Chris Malcom
509 535 1611
chris.malcolm@motion.com

Hello Chris,

Although bid responses to RFQ 6216-24 are not due until 9:00AM, 8/15/2024, a preliminary review a Motion Industries bid response received was conducted.

Chirs, please respond to this email confirming that Motion Industries pricing would remain unchanged for the first 12-months, if Motion Industries were selected; as stated on the Pricing Page: "Unit Pricing To Be Valid 10-15-2024 to 1-14-2025"; if Motion Industries is selected.

The City will attach Motion Industries documented response to Motion Industries bid.

A documented response is requested due to Price Escalation/De-escalation Question #2, which as poorly worded stating: "Price increases will not be considered before the end of the first term of contract, 10/15/2025 – 10/14/2029".
The question should have been written as: ""Price increases will not be considered before the end of the first term of contract, 10/15/202**4** – 10/14/202**5**".

#2	Price increases will not be considered before the end of the first term of the Contract, 10/15/2025 -10/14/2029.	I do not agree or acknowledge

PRICING PAGE

THESE FIVE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM

RFQ 6216-24; Belt Conveyor Replacement Parts, As Needed

Unit Pricing To Be Valid 10-15-2024 to 10-14-2025.

Orders will be placed as needed throughout contract term with a blanket order process.

Payment would only be made for actual orders placed, delivered, and accepted.

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

Item	PN	Brand	Description	Unit Price Each (US $)	Lead time	Item Quoted

Thank you for your allotted time and needed documented response.

Respectfully,

RICK RINDERLE | CITY OF SPOKANE | PURCHASING SPECIALIST
PHONE 509 625 6527 | rrinderle@spokanecity.org | spokanecity.org

Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. – Chapter 42.56 RCW

List of Exceptions to City of Spokane Bid

Standard Terms and Conditions, Section 1

Please revise this section to read as follows: The Vendor warrants that all intellectual property rights owned by Vendor will not infringe any patent, registered trademark or copyright of any third party, and Vendor agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

Standard Terms and Conditions, Section 2

Please replace 'encumbrances' with 'security interests'.

Standard Terms and Conditions, Section 3

Please replace 'the violation thereof' with 'Vendor's violation thereof'.

Standard Terms and Conditions, Section 5

In the last sentence, please include the phrase 'it will endeavor to ensure that' after 'Vendor warrants that'.

Standard Terms and Conditions, Section 6

Please revise this section to read as follows: Vendor is a distributor of products manufactured by other companies. As such, Vendor generally does not design, manufacture, alter, modify, test, inspect, package or provide instructions or warnings with respect to the products sold hereunder. Vendor, itself, makes NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or other warranties of quality, WHETHER EXPRESS OR IMPLIED for the products sold hereunder. Any product warranty extended to Purchaser is that of the manufacturer, and not that of Vendor. Vendor shall assist Purchaser with claims by Purchaser against manufacturers in connection with any non-conformities during manufacturer's warranty period, if any. Vendor shall also pass through all available warranty benefits from the applicable manufacturer to Purchaser to the extent permitted by contract or law.

Standard Terms and Conditions, Section 7

Please add the phrase 'to the extent not in conflict with the terms and conditions herein' to the end of this section.

Standard Terms and Conditions, Section 9

Please add 'the negligent' before 'acts or omissions'.

Please replace 'sub-contractors, howsoever caused' with 'officers hereunder'.

Standard Terms and Conditions, Section 12

Please add 'and the Vendor' to the end of this section.

Standard Terms and Conditions, Section 13

Please make this section mutual.

Standard Terms and Conditions, Section 14

Please revise the last sentence to read as follows: In the event that any product does not conform to the manufacturer's warranty, Purchaser may return such product to Vendor and Vendor will process Purchaser's warranty claim with the manufacturer of the defective product. After the manufacturer has accepted the claim from Vendor, Vendor, as Purchaser's sole and exclusive remedy and Vendor's sole liability, shall either, at its option: (i) replace the defective product with a conforming product; (ii) repair the defective product; or (iii) issue a credit or refund for the price of the defective product.

Standard Terms and Conditions, Section 15

Please add the phrase 'that is not cured within ten (10) days following receipt of written notice thereof' after 'provisions of this order'.

Pricing Terms

Vendor agrees to provide firm pricing for one year from contract award. Thereafter, Vendor may provide annual price increases to Purchaser. If Purchaser disagrees with such increases, it may terminate any resulting contract for its convenience.

14 August 2024

To Whom it may concern.

Motion Industries is an authorized stocking distributor for Gates, Martiin Sprocket and Gear, Dodge Industrial, Baldor, Flexco, Superior and Syntron. Motion will honor all standard manufacturers warranties, available upon request.

Chris Malcolm
Account Representative
4414 N. Barker Road, SUITE 104
SPOKANE Valleyv, WA 99027
T:509-777-4136 | M:509-998-0790
Chris.Malcolm@motion.com | www.motion.com

PRICING PAGE

THESE FIVE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM

RFQ 6216-24; **Belt Conveyor Replacement Parts, As Needed**

Unit Pricing To Be Valid 10-15-2024 to 10-14-2025.

Orders will be placed as needed throughout contract term with a blanket order process.

Payment would only be made for actual orders placed, delivered, and accepted.

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

Item	PN	Brand	Description	Unit Price Each (US $)	Lead time	Item Quoted
1	TKR-18LSR	Martin	Martin Tracker - Lower unit	$4,509.57	Stock or 4 WKS	TKR-18LSR
2	MLD40-12	Martin	MLD40 SERIES X 12" TRAVEL LIGHT-DUTY TAKE-UP ASSEMBLY	$426.02	Stock or 4 WKS	MLD40-12
3	C4-20T-18	Martin	CEMA C 4" DIA, 20 DEG TROUGHING EQUAL IDLER, 18" BELT	$317.12	stock or 4 WKS	C4-20T-18
4	C4-35T-18	Martin	CEMA C 4" DIA, 35 DEG TROUGHING EQUAL IDLER, 18" BELT	$263.24	stock or 4 WKS	C4-35T-18

5	C4-20TI-18	Martin	CEMA C 4" DIA, 20 DEG IMPACT EQUAL IDLER, 18" BELT	$317.12	stock or 4 WKS	C4-20TI-18
6	C4-35TI-18	Martin	CEMA C 4" DIA, 35 DEG iMPACT EQUAL IDLER, 18" BELT	$313.98	stock or 4 WKS	C4-35TI-18
7	C4-R-18-09-1	Martin	CEMA C 4" RETURN ROLL, 18" BELT, 1 1/2" DROP	$109.96	stock or 4 WKS	C4-R-18-1
8	2 3V 315 JA	Martin	DRIVE PULLEY MARTIN SPROCKET	$49.72	stock or 4 WKS	2 3V 315 JA
9	JA 1 1/8	Martin	QD BUSHING JA	$15.63	stock or 4 WKS	JA 1 1/8
10	2 3V 650 SDS	Martin	DRIVEN PULLEY MARTIN SPROCKET	$91.95	stock or 4 WKS	2 3V 650 SDS
11	SDS 1 1/8	Martin	QD BUSHING SDS	$24.94	stock or 4 WKS	SDS 1 1/8
12	3VX670	Gates	V BELT	$17.56	stock or 4 WKS	3VX670
13	RS-2	Conveyor Components Company	PULL CORD SAFETY STOP SWITCH (RS-2)	$603.36	stock or 4 WKS	RS-2
14	EZS2-72	Flexco	Secondary Scraper - 6ft belt	$3,273.24	stock or 4 WKS	EZS2-72
15	EZP1-272	Flexco	Primary Scraper - 6ft belt	$2,511.65	stock or 4 WKS	EZP1-272

16	EZP1-218	Flexco	FLEXCO EZP1, BW-2, ST, CONSHEAR FOR 18" BELT	$1,072.43	stock or 4 WKS	EZP1-218
17	EZS2-18	Flexco	Secondary Belt Cleaner	$1,483.99	stock or 4 WKS	EZS2-18
18	P2BS2207RE	Dodge	2 7/16" PILLOW BLOCK S2000 DODGE BEARING 2 BOLT BASE, EXPANSION TYPE (070305)	$457.56	stock or 4 WKS	P2B2207RE
19	P2BS2207R	Dodge	2 7/16" PILLOW BLOCK S2000 DODGE BEARING 2 BOLT BASE, NON-EXPANSION TYPE (070282)	$457.56	stock or 4 WKS	P2BS2207R
20	TA3203H32	Dodge	TAPER BUSHED REDUCER 3203H-BODY-TORQUE-ARM II SHAFT MOUNT SPEED REDUCER (903000)	$2,779.29	stock or 4 WKS	TA3203H32

21	TA3203TBX2 3/8	Dodge	STANDARD SHAFT BUSHING KIT 3203-TORQUE-ARM II SHAFT MOUNT SPEED REDUCER (903020)	$307.66	stock or 4 WKS	TA3203TBX2 3/8
22	TA3203MM	Dodge	MOTOR MOUNT-TORQUE-ARM II SHAFT MOUNT SPEED REDUCER (903090)	$661.33	stock or 4 WKS	TA3203MM
23	TA3203RA	Dodge	ROD-TORQUE-ARM II SHAFT MOUNT SPEED REDUCER (903109)	$163.15	stock or 4 WKS	TA3203RA
24	P2B-SC-207	Dodge	Pillow Block Ball Bearing Unit - 2-Bolt Base, 2-7/16 in Bore, Cast Iron Material, Non-Expansion Bearing (Fixed)	$209.27	stock or 4 WKS	P2B-SC-207
25	E4616-72	Syntron	Live Shaft Idler - 6'' diameter.	$1,294.80	stock or 4 WKS	E4616-72

26	ECP3665T	Baldor	5 HP 1750 RPM 3/60/230-460V TEFC BALDOR MOTOR W/ 184T FRAME	$1,531.14	stock or 4 WKS	ECP3665T
27	E7-20P-72	Superior	Idler, E7, 20DEG, 72"BW, PICKER	$1,225.88	stock or 4 WKS	E7-20P-72
28	D6-RETI-72	Superior	Return Roller, D6, 72"BW, Return, Impact	$452.61	stock or 4 WKS	D6-RETI-72
29	VENDOR'S PERCENTAGE DISCOUNT: Should additional Belt Conveyor Replacement Parts and Associated Related Items be needed that are not currently listed on Pricing Page, but may be realized are needed at a later point in time, Vendor shall provide Vendor's Percentage Discount off Vendor's List Price, to arrive at a Unit Price Cost. Enter Vendor's Percentage Discount here:				25 %	Percentage Discount
30	VENDOR'S PERCENTAGE MARK UP: Should Vendor "not" provide percentage discount, Vendor shall provide Vendor's Percentage Mark Up above Vendor's List Price, for additional Belt Conveyor Replacement Parts and Associated Related Items be needed that are not currently listed on Pricing, but may be realized are needed at a later point in time. Enter Vendor's Percentage Mark Up above vendor list price here:				%	Percentage Markup
Bidder is aware of if it does not offer either a Percentage Discount or a Percentage Markup, (Either-Or, Not Both), then any resulting Value Blanket will only be able to be utilized to procure items that are listed on the pricing page.						

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/16/2024

Committee Agenda type: Consent

Council Meeting Date: 09/30/2024

Date Rec'd	9/3/2024
Clerk's File #	OPR 2024-0822
Cross Ref #	
Project #	

Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	RFQ 6216-24
Contact Name/Phone	DAVID PAINE 625-6878	**Requisition #**	RN 276
Contact E-Mail	DPAINE@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Agenda Item Name	4490 VALUE BLANKET FOR THE PURCHASE OF BELT CONVEYOR PARTS		

Agenda Wording

One year value blanket award to Thomas Conveyor (Burleson,TX) for the as-needed purchase of belt conveyor parts for use at the Waste to Energy Facility from 10/15/24-10/14/25 and a total cost not to exceed $45,000.00 plus tax.

Summary (Background)

The Waste to Energy Facility recently installed a new belt conveyor system. Stock replacement parts are needed so repairs can be made quickly to ensure the facility can maintain continuous operation. On August 15, 2024, bidding closed on RFQ 6216-24 for the as-needed purchase of these parts. Two responses were received from Thomas Conveyor (Burleson, TX) and Motion Industries (Sunrise, FL). Due to part availability and pricing, it was decided to award a one year value blanket to both vendors.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	**$** 45,000.00
Current Year Cost	**$** 45,000.00
Subsequent Year(s) Cost	**$**

Narrative

This is a repair and maintenance supply expense that was planned for in the Solid Waste Disposal budget.

Amount		**Budget Account**
Expense	**$** 45,000.00	**#** 4490-44900-37148-54803
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
	$	**#**
	$	**#**

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	AVERYT, CHRIS	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

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

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 16, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org, 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Purchase of as-needed belt conveyor parts for the Waste to Energy Facility
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The Waste to Energy Facility recently purchased and installed a new belt conveyor system in the facility's ash bypass building. This conveyor system transports ash out of the burner so it can be loaded into trucks for hauling. As it is a new system, there is need to procure and stock replacement parts as-needed so repairs can be made quickly to ensure the facility can maintain continuous operation. On August 15, 2024, bidding closed on RFQ 6216-24 for the as-needed purchase of these conveyor parts. Two responses were received from Thomas Conveyor (Burleson, TX) and Motion Industries (Sunrise, FL). Due to part availability and pricing, it was decided to award a one year value blanket to both vendors. The value blanket with Thomas Conveyor will be from October 15, 2024 through October 14, 2025 with a total cost not to exceed $45,000.00 plus tax.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: $45,000.00

Current year cost: $45,000.00

Subsequent year(s) cost: 0

Narrative: This is a routine repair and maintenance supply expense that was planned for in the Solid Waste Disposal budget.

Funding Source ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Program revenue

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

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

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

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

- What impacts would the proposal have on historically excluded communities?
  Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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

  Not applicable

Bid Response Summary

Bid Number	RFQ 6216-24
Bid Title	Belt Conveyor Replacement Parts, As Needed
Due Date	Thursday, August 15, 2024 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	rlucas@thomasconveyor.com
Submitted By	rlucas@thomasconveyor.com rlucas@thomasconveyor.com - Thursday, August 15, 2024 8:58:58 AM [(UTC-08:00) Pacific Time (US & Canada)] rlucas@thomasconveyor.com
Comments	

Question Responses

Group	Reference Number	Question	Response
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.	Acknowledged
	#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 9:00 a.m. Pacific Local Time, on the bid opening date. Acknowledge.	Acknowledged
	#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 of Spokane.	Acknowledged
PAYMENT TERMS			
	#1	Vendor acknowledges that payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	Acknowledged

	#2	Invoices must be submitted to Spokane Solid Waste Disposal within 30 days. performing services. • All Invoices shall reference the invoice number and total quantities of items and types. Invoices shall reference and order number. Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be emailed to mdorgan@spokanecity.org the Spokane Solid Waste Disposal, Attn: Office Manager.	Acknowledged
BIDDER INFORMATION			
	#1	Provide Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting proposal.	Richard Lucas Thomas Conveyor 555 N. Burleson Blvd. Burleson, TX 76028 rlucas@thomasconveyor.com 817-295-7151
	#2	State Person, Phone Number, and Email Address to be contacted by the City regarding Bid.	Richard Lucas 817-295-7151 rlucas@thomasconveyor.com
	#3	Successful Proposal 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 service agreement. Enter representative's name, phone number, and Email Address.	Richard Lucas 817-295-7151 rlucas@thomasconveyor.com
	#4	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	Thomas Total Package.pdf
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT			

	#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	Acknowledged
	#2	City of Spokane Business Registration Number	N/A
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 Texas
TERMS AND CONDITIONS			
	#1	Bidder agrees and acknowledges compliance with Terms and Conditions as set forth in RFQ document so named in the 'Documents' tab. If selected response was "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 IDENTIFIEDCKNOWLEDGED
	#1.1	EXCEPTIONS: If you took exception above, upload here.	Thomas Exceptions.docx
	#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	Certifies
ADDITIONAL ITEMS			
	#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	Yes
ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER			

	#1	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.	N/A
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			
	#1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	Acknowledged
	#2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	Acknowledged
	#3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.	Acknowledged
	#4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	Acknowledged
MINORITY BUSINESS ENTERPRISE			
	#1	Vendor (is___, is not ___) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS			

	#1	Vendor (is ___, is not ___) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION			
	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	Certifies No Agreement Was Entered
INTERLOCAL PURCHASE AGREEMENTS			
	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
ACCEPTANCE PERIOD			
	#1	Bids must provide ninety (90) days for acceptance by the City from the due date for receipt of Bids. Acknowledge.	Acknowledged
CONTRACT PERIOD			
	#1	Pending City Council approval, resulting contract(s) will be for a five-year period, beginning approximately October 15, 2024 through October 14, 2029. Total contract periods shall not exceed five (5) years.	Acknowledged
DELIVERY DEFAULT			

	#1	The acceptance of late performance by the Purchaser 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. B. When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Vendor will be required to pay any differences in cost.	No
PCB CERTIFICATION			
	#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
	#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
	#3	If so were PCBs found at a measurable level?	Don't Know
	#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Don't Know
	#5	If so attach the results or note from whom the results can be obtained.	N/A
	#6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
GENERAL INSTRUCTIONS			
	#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	Acknowledged
	#2	Time is of the essence in the performance of this contract.	Acknowledged

	#3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	Acknowledged
	#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	Acknowledged
	#5	The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote deemed to be in the best interest of the City.	Acknowledged
	#6	The City may choose from more than one vendor. The City of Spokane reserves the option of awarding by type or grouping, or by any manner most advantageous for the City.	Acknowledged
	#7	Bidder should be aware that Bid may be rejected if all questions are not completely and correctly answered.	Acknowledged
SPECIAL INSTRUCTIONS - GENERAL			
	#1	If the products differs from the provisions contained herein, these differences must be explained in detail.	Acknowledged
	#2	Suppliers found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	No
	#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.	Acknowledged
	#4	Successful bidder shall furnish standard warranty.	Acknowledged
	#4.1	State Warranty:	1 Year Warranty free
	#5	Federal and State laws governing this product and its final certification must be satisfied.	Acknowledged
	#6	It shall be the Supplier’s responsibility to conform to all Federal Standards for certification.	Acknowledged

	#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 the purchase order.	Acknowledged
	#8	Annual Estimated Quantities are estimates only and is not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process.	Acknowledged
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.	Acknowledged
	#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design in regards to form, fit and function, to enable WTEF Maintenance personnel to merely change changeout items as needed by performing a drop in replacements into existing crane systems currently employed at COS WTEF.	Acknowledged
	#3	Awarded Supplier(s) would be responsible for providing spec'd new Belt Conveyor Replacement Parts listed on Pricing Page, or approved or-equal. City will make final determination if product bid is equivalent and will be approved.	Acknowledged
	#3.1	Any delivered item that does not meet specifications will not be accepted.	Acknowledged
	#4	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of valve. Upload Letter	Thomas Total Package.pdf
	#5	As applicable, Safety Data Sheets must be included with Bid Proposal. Upload Here	
	#6	If you took exception to #1 through #5 above, explain in detail.	Safety Data Sheets can be provided at the time of order, if requested on the front end.
INTERPRETATION			

	#1	If the Bidder discovers any errors, discrepancies or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.	Acknowledged
WITHDRAWAL OF BIDS			
	#1	Bidders may withdrawal Bids prior to the scheduled bid due date and time. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the bid due date.	Acknowledged
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. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.	Acknowledged
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, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.	Acknowledged
REJECTION OF BIDS			

	#1	The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	Acknowledged
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 agree and acknowledge
	#2	FREIGHT TRANSPORTATION CHARGES: Will be prepaid and add; and listed as a separate line item on invoices. The City reserves the right to request copies of all freight invoices incurred by vendor.	Acknowledge
	#3	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I do not agree or acknowledge
	#4	If you took exception to any of the above, explain in detail.	FOB, Carrier assumes responsibility once truck has left our Facility
PRICING			
	#1	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should --not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax	Acknowledged
	#2	Quantities shown on “Pricing Form” are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	Acknowledged
	#3	Bidder must complete and upload Pricing Page document so named in the 'Documents' tab. Upload Here:	Pricing Page RFQ 6216-24.pdf

	#4	Additional Electrical Parts and Associated Related Items not currently listed on the pricing form.	No
	#4.1	VENDOR'S PERCENTAGE DISCOUNT: Should additional Belt Conveyor Replacement Parts and Associated Related Items be needed that are not currently listed on Pricing Page, but may be realized are needed at a later point in time, Vendor shall provide Vendor's Percentage Discount off Vendor's List Price, to arrive at a Unit Price Cost. Enter Vendor's Percentage Discount here:	N/A Thomas does not discuss % discounts due to internal pricing structures
	#4.1.1	Vendor's Percentage Discount offered will remain unchanged throughout the life of the contract.	I do not agree or acknowledge
	#4.2	VENDOR'S PERCENTAGE MARK UP: Should Vendor "not" provide percentage discount, Vendor shall provide Vendor's Percentage Mark Up above Vendor's List Price, for additional Belt Conveyor Replacement Parts and Associated Related Items be needed that are not currently listed on Pricing, but may be realized are needed at a later point in time. Enter Vendor's Percentage Mark Up above vendor list price here:	N/A Thomas does not discuss % discounts or pricing structures
	#4.2.1	Percentage Markup will remain unchanged throughout the life of the contract.	I do not agree or acknowledge
	#4.3	Bidder is aware of if it does not offer either a Percentage Discount or a Percentage Markup, (Either-Or, Not Both), then any resulting Value Blanket will only be able to be utilized to procure items that are listed on the pricing page.	Acknowledge
PRICE ESCALATION/DE-ESCALATION			
	#1	Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original contract, 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 agree and acknowledge

	#2	Price increases will not be considered before the end of the first term of the Contract, 10/15/2025 -10/14/2029.	I do not agree or acknowledge
	#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 agree and acknowledge
	#4	A written request for a price adjustment will be submitted a minimum of sixty (60) calendar days in advance of a proposed effective date, or a mutually agreed upon.	I agree and acknowledge
	#5	An approved price increase will become effective after the approval of the increase.	I agree and acknowledge
	#6	Approved price changes will be put into effect through the use of a change order to the Agreement. Price changes will not be retroactive.	I agree and acknowledge
	#7	Retroactive price increase adjustments will not be considered.	I agree and acknowledge
	#8	Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Agreement for cause.	Acknowledged
	#9	During the term of the contract, should the Contractor 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 Contractor shall immediately request that an amendment to the Contract to provide similar pricing to the City, if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Contractor shall immediately notify the City of any such contracts entered into by the Contractor. Price decreases may be considered and implemented at any time upon mutual consent of the parties.	Acknowledged
AWARD OF CONTRACT(s)			
	#1	Award of contract(s) shall begin upon approval by City Council, will be to the Bidder(s) whose Bid 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.	Acknowledged

	#2	Estimated annual expenditure is $35,000 more or less; or $175,000 more or less over five-year period. This is an estimate only and the City of Spokane does not guarantee it.	Acknowledged
	#3	It is the intent of this bid to enter into a five (5) year value blanket contract(s) for the as-needed purchases of new Belt Conveyor Replacement Parts, As Needed. Orders will be placed as-needed throughout the contract term with a blanket order process. Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	I agree and acknowledged
	#3.1	Multiple blanket orders may be awarded based on Vendors' ability to provide spec'd items, and to allow the City the flexibility to allocate requirements among awarded Vendors based upon lead times to best meet City's needs. Bidders are encouraged to bid on as many of the spec'd items that is able to supply. Award of contract(s), when and if made, will be to the bidder(s) whose bid is the most favorable to the City. Blanket Order(s) are optional (non-exclusive) use. The City Council shall make the award of Blanket Order(s). Resulting Blanket Order(s) is optional (non-exclusive) use.	I agree and acknowledge
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	City of Spokane Quotation 2575271.pdf
	#2	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	Thomas Limited Warranty and TC of Sale.pdf

	#3	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	Pricing Page RFQ 6216-24.pdf

Thomas is not incorporated in the state of Washington; therefore, Sales Tax is NOT included on the quotation.

Notwithstanding any additional, differing, or conflicting terms in a purchase order or any other writing submitted by Buyer / Owner to Thomas, the terms of the Quote shall constitute the entire agreement between Thomas and Buyer / Owner. Writings transmitted from Buyer/Owner to Thomas, such as a Buyer / Owner purchase order, that contain additional, conflicting, or differing terms from the Quote shall not apply or in any way modify or alter the terms and conditions of the Quote. Furthermore, writings with terms and/or conditions different from, or in addition to, the terms and conditions appearing in the Quote, including any additional or differing terms and conditions contained in any purchase order submitted by the Buyer / Owner, are expressly rejected. Buyer / Owner's submission to Thomas of an offer to purchase Products or Buyer / Owner's acceptance of Thomas' offer to sell Products, by whatever means, constitutes Buyer / Owner 's agreement that the Quote contains the entire agreement between Buyer / Owner and Thomas. Buyer / Owner's acceptance of the Quote is expressly limited to the terms and conditions of the Quote. Buyer / Owner understands and acknowledges that the price Thomas quoted for the Products is based upon Buyer / Owner's acceptance of the terms and conditions of the Order and that the price for the Products would be different if other terms and conditions of sale were to apply.

If Thomas is making an offer to sell Products, Buyer / Owner may accept Thomas' offer only on the terms and conditions set forth in the Quote. If the Buyer / Owner is making an offer to purchase Products from Thomas, Thomas' acceptance of Buyer / Owner's offer is expressly conditioned on Buyer / Owner's assent to the terms and conditions of the Quote, and any commencement of performance by Buyer / Owner shall be deemed to constitute such assent. Any additional and/or different terms and conditions proposed by Buyer / Owner and/or any attempt by Buyer / Owner to vary any of the terms and conditions of the Quote shall be deemed a material alteration and is hereby objected to and rejected. Thomas' shipment of any Products in response to a writing that attempts to vary any of the terms and conditions of the Quote or Thomas' acceptance of any payment by Buyer / Owner shall not be deemed to constitute such assent to any additional and/or different terms and conditions proposed by Buyer / Owner.

TERMS & CONDITIONS OF SALE

These **Terms and Conditions of Sale,** along with Seller's **Standard Limited Warranty,** the contents of Seller's written acknowledgement, if any, to a purchase order or any other writing submitted by Purchaser to Seller; Seller's written proposal, if any, submitted by Seller to Purchaser; and the contents of any invoice submitted by Seller to Purchaser shall establish the commercial terms of the contract (the "Order") under which Thomas Conveyor Company ("Seller ") agrees to sell parts and equipment ("Products") to the purchaser (the "Purchaser") and Purchaser agrees to purchase Products from Seller.

1. **AGREEMENT:** Notwithstanding any additional, differing, or conflicting terms in a purchase order or any other writing submitted by Purchaser to Seller, the terms of the Order shall constitute the entire agreement between Seller and Purchaser. Writings transmitted from Purchaser to Seller, such as a purchaser order, that contain additional, conflicting, or differing terms from the Order shall not apply or in any way modify or alter the terms and conditions of the Order. Furthermore, writings with terms and/or conditions different from, or in addition to, the terms and conditions appearing in the Order, including any additional or differing terms and conditions contained in any purchase order submitted by the Purchaser, are expressly rejected. Purchaser's submission to Seller of an offer to purchaser Products or Purchaser's acceptance of Seller 's offer to sell Products, by whatever means, constitutes Purchaser 's agreement that the Order contains the entire agreement between Purchaser and Seller. Purchaser's acceptance of the Order is expressly limited to the terms and conditions of the Order. Purchaser understands and acknowledges that the price Seller quoted for the Products is based upon Purchaser's acceptance of the terms and conditions of the Order and that the price for the Products would be different if other terms and conditions of sale were to apply.
2. **ACCEPTANCE:** If Seller is making an offer to sell Products, Purchaser may accept Seller's offer only on the terms and conditions set forth in the Order. If the Purchaser is making an offer to purchase Products from Seller, Seller's acceptance of Purchaser's offer is expressly conditioned on Purchaser's assent to the terms and conditions of the Order, and any commencement of performance by Purchaser shall be deemed to constitute such assent. Any additional and/or different terms and conditions proposed by Purchaser and/or any attempt by Purchaser to vary any of the terms and conditions of the Order shall be deemed a material alteration and is hereby objected to and rejected. Seller's shipment of any Products in response to a writing that attempts to vary any of the terms and conditions of the Order or Seller's acceptance of any payment by Purchaser shall not be deemed to constitute such assent to any additional and/or different terms and conditions proposed by Purchaser.
3. **RISK OF LOSS:** Unless a specific term of the Order provides otherwise, all shipments shall be shipped F.O.B. Seller's facility and risk of loss as to such Products shall pass and remain with Purchaser once Products depart Seller's facility.
4. **SPECIFICATIONS:** Seller shall furnish all stock Products as specified in the Order. Made-to-order Products shall be furnished in accordance with the specifications, details, requirements and/or drawings supplied by Purchaser, or prepared by Seller at Purchaser's direction. Any drawings, specifications, and calculations submitted by Seller to Purchaser shall be reviewed and approved by Purchaser. Seller warrants that all Products covered by the Order will conform to the specifications, drawings, samples or other descriptions furnished to Seller or adopted by the Purchaser. If it is determined that the Products delivered under the Order fail to meet the specifications, then Purchaser will contact Seller and Seller shall make corrections in accordance with Seller's Limited Warranty.
5. **LIMITED WARRANTY:** Seller's Standard Limited Warranty is attached hereto and incorporated herein for all purposes.
6. **PRICING, PACKAGING, DELIVERY AND PAYMENT:** All Products shall be sold on the terms, conditions and at the price quoted in the Order. All terms of pricing, packaging, shipment, delivery and payment are included in the Order. Successful implementation of Purchaser or its customer's schedule is dependent upon Seller's delivery or provision of the Products by the date or dates specified on the Order, or such other date as may otherwise be mutually agreed upon by representatives of Purchaser and Seller.
7. **INSPECTION:** Purchaser shall have reasonable time after delivery to inspect the Products covered by the Order. Purchaser shall accept or reject the Products promptly after inspection. Payment by Purchaser prior to its inspection will not constitute acceptance of items covered by the Order.
8. **INDEMNIFICATION:**

8.1. Seller agrees to indemnify and hold harmless the Purchaser, its successors and assigns against any and all liabilities, loss and expense (including attorney's fees) arising out of a third party product liability claim that results in a judicially determined, final, and non-appealable order finding that the Products were defective provided that no indemnification shall be provided for any loss(oranyportionofanyloss)determinedtohaveresultedfromtheactsoromissionsofthe party seeking indemnification. Seller agrees to carry adequate product liability insurance to support this obligation and agrees to provide certificate(s) of insurance showing such coverage, as requested by Purchaser.

8.2. Notwithstanding any of the other provisions in this Section 8., Seller's obligation to indemnify the Purchaser is limited to the extent of Seller's product liability insurance and the coverages and exclusions provided for thereunder. In the event Seller's product liability insurance will not cover any of the claims described in Section 8.1., then Seller shall have no obligation to indemnify Purchaser. Seller's obligation to pay any judgment, award, or settlement is likewise limited by the product liability insurance coverage amounts and policy limits provided for under Seller's liability insurance policies. Seller's obligation to indemnify Purchaser shall not apply to any Product which Purchaser (or Purchaser's employees, contractors, customers, or assigns) have altered, tampered with, misused or neglected, or for which Seller's operating instructions and warnings have been ignored or removed or to the extent of the negligence or legal fault of any party other than Seller. Indemnification provided herein is conditioned upon Purchaser providing Seller prompt notice of any claim and allowing Seller, or its insurance company, control over the defense and/or settlement of any such claim.

8.3. Seller shall defend any suit or proceeding brought against Purchaser to the extent such suit or proceeding is based on a claim that any Product or part thereof (not developed, proposed or specifically mandated by Purchaser), constitutes an infringement of any patent. In the event that the sale or use of such Product, or any part thereof, is enjoined, Seller shall, at its own expense and its option, either: (a) procure for Purchaser, the right to continue using said Product; (b) replace same with a non-infringing Product; or (c) modify same so that it becomes non-infringing.

8.4. The obligations of Seller with respect to indemnification for third party product liability claims and patent infringement are solely and exclusively as stated herein. **THE INDEMNITY OBLIGATIONS RECITED ABOVE ARE IN LIEU OF ALL OTHER INDEMNITIES WHATSOEVER, WHETHER ORAL, WRITTEN, EXPRESS, OR IMPLIED.**

9. TERMINATION:

9.1. Termination for Convenience: Purchaser, by written notice, shall have the right to terminate the Order, in whole or in part, at any time for its convenience. Upon receipt of written notice, Seller and any subcontractors and suppliers shall immediately cease all work with respect to the Products. Within thirty (30) days of Seller's receipt of any termination notice, Seller shall submit its claim for its costs of performance to the date of termination. The termination charges shall consist of a percentage of the contract price of the Products reflecting the percentage of the work performed prior to the date of termination, plus any additional direct costs reasonably incurred as a result of the termination. Percentage of work performed and other charges must be verifiable by Purchaser. Upon payment of the termination charges, title to all Products for which Seller has been paid shall be vested in Purchaser.

9.2. Termination for Default: The Purchaser may terminate the whole or any part of the Seller's performance under the Order in any one of the following circumstances: (1) if the Seller fails to make delivery of the Products or to perform within the time specified herein or any extension thereof;(2) if the Seller delivers Products which do not conform to the specifications; or (3) if the Seller fails to perform any of the other provisions of the Order in accordance with its terms or so fails to make progress as to endanger performance hereunder. In the event of any such failure, Purchaser will provide Seller with written notice of the nature of the failure and Purchaser's intention to terminate for default. Such notice shall provide Seller a commercially reasonable opportunity to cure such failure. In the event Seller does not cure such failure within a commercially reasonable time of such notice, Purchaser may provide Seller with a written Notice of Termination for Default. In the event the Purchaser terminates the Order for default, as provided in this clause, the Purchaser's exclusive remedy for such default is to (i) receive a refund of the price actually paid to Seller upon the return of the Products to Seller's facility from which the Products were originally shipped or (ii) accept the Product as delivered with a mutually agreed to adjustment to the price.

10. CONFIDENTIAL INFORMATION:

10.1. In the performance of its obligations under the Order, Seller may have access to trade secrets and other confidential information, including but not limited to, drawings, data, costs, operating procedures, customers and methods of doing business, which may be owned or controlled by Purchaser and its affiliates ("Confidential Information'). If Seller does in fact have access to any of the Purchaser's Confidential Information in connection with the Order, Seller agrees that any such Confidential Information shall at all times remain the exclusive property of Purchaser and shall be used by Seller and its authorized employees, agents or subcontractors solely for the purpose of performing its obligations hereunder. Seller agrees to keep such Confidential Information in confidence and not to copy or permit others to copy the Confidential Information or disclose the same to unauthorized persons for a period of three (3) years, or for any trade secret for the period of time during which such item is considered a trade secret under applicable law.

10.2. If Seller is required to disclose the Confidential Information pursuant to any legal proceeding, Seller shall notify Purchaser in writing and allow Purchaser to seek appropriate judicial relief.

10.3. Notwithstanding the foregoing, nothing herein shall limit the Seller's right to disclose any information which: (1) was in or enters the public domain without fault of the Seller; (2) is received by Seller from a third party without restriction or breach of any duty of confidentiality; (3) was known to Seller prior to receipt and such prior knowledge is demonstrated by competent evidence; or (4) is required to be disclosed pursuant to government process, law, order, rule or regulation.

11. FORCE MAJEURE: Neither Purchaser nor Seller shall be deemed to have breached the Order as a result of delays in performance where such delays result from acts of God, fires, strikes, pandemic, or occurrences, beyond the control, and without the fault, of the party seeking excuse. Any party seeking excuse under Section 11 shall promptly notify the other party inwriting and take all reasonable steps to mitigate the effect of such delay on the other party. The time for performance by Seller shall be extended by a period equal to the length of any such excused delay. If any event of delay as identified in Section 11 is encountered by Seller and continues for more than ninety
(90) days, the Purchaser shall have the right, but not the obligation, to terminate the Agreement for its Convenience in accordance with Section 9.1. entitled, "Termination For Convenience."

12. COMPLIANCE WITH LAWS: Seller certifies that its operations are in compliance with all applicable laws, executive orders, rules and regulations relating to Equal Employment Opportunity.

13. INSURANCE: Seller shall not insure the Product's for Purchaser's account, unless otherwise indicated in the Order.

14. ASSIGNMENT: The Order may not be assigned by either party without the written consent of the other party.

15. GOVERNING LAW: All disputes relating to the execution, interpretation, construction, performance, or enforcement of the Order and the rights and obligations of the parties shall be governed by the laws of, and resolved in the State or Federal courts in, the State of Texas. Purchaser hereby consents to and waives any objection to venue and jurisdiction in such courts.

16. CUMULATIVE REMEDIES : SELLER SHALL IN NO EVENT BE LIABLE TO PURCHASER , ANY PERSON WHO SHALL PURCHASE FROM PURCHASER , OR ANY PERSON THAT USES ANY PRODUCTS SOLO PURSUANT TO THE ORDER FOR DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PRODUCTION OR LOSS OF PROFITS RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DELAY, ACT, ERROR, OR OMISSION OF SELLER, OR ANY DEFECT, FAILURE, OR MALFUNCTION OF THE PRODUCTS, AND SELLER 'S SOLE LIABILITY SHALL BE TO REPAIR OR REPLACE ANY PRODUCTS COVERED BY THE ORDER F.O.B. SELLER'S FACILITY, WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, OR OTHERWISE.

17. SEVERABILITY: The terms and conditions of the Order are subject to all applicable laws and regulations. The unenforceability or invalidity of any provision of any of the writings that collectively constitute the Order shall not affect the validity or enforceability of the remaining provisions thereof, but such remaining provisions shall be construed and interpreted in such a manner as to carry out fully the intent of the parties.

18. DISPUTE RESOLUTION: The parties agree to attempt to resolve disputes prior to submitting such disputes to determination by litigation by good-faith negotiations between knowledgeable, responsible representatives of each party who are fully authorized to settle any such dispute.

19. WAIVER : Seller's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right, or privilege.

Limited Warranty

Revised September 16, 2021

Subject to the limitation expressed in subsequent paragraphs, Thomas Conveyor Company makes the following warranties: We warrant that each of our products of manufacture will be free from defects in material and workmanship under normal use, and service and stored, installed and maintained properly for twelve months from the date of delivery to the original user. We will correct any such defects in material or workmanship by repair or replacement of the product F.O.B. our plant.

THE FOREGOING WARRANTIES ARE EXPRESSLY IN LIEU OF ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM, OR OTHERWISE. THE REMEDY OF REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT OR TOOL SET FORTH IN THE FOREGOING WARRANTIES SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON.

Charges for correcting defects will not be allowed, nor can we accept goods returned to us for repair or replacement, unless we are previously notified of the defect in writing and the return or correction is authorized by us in writing. All warranty claims alleging defects of materials or workmanship must be submitted in writing within thirty days of the discovery of a defect or such claim shall be considered waived. (This paragraph is subject to the provisions of the Consumer Protection laws of Mexico.)

The foregoing warranties shall not apply to any products or tools which have been subjected to misuse, neglect or accident, or have been altered or tampered with, or have been used beyond their normal useful or expected life, or which have had corrective work done thereon without our written consent. WE SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, EXPENSE, OR DAMAGE, WHETHER DIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHERWISE, RESULTING FROM THE USE OF OUR PRODUCTS OR TOOLS OR CAUSED BY ANY DEFECT, FAILURE, OR MALFUNCTION OF ANY PRODUCT OR TOOL, WHETHER A CLAIM FOR SUCH DAMAGES IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, OR OTHERWISE. Equipment manufactured by others, and included in our proposal, is not warranted in any way by us but carries only the manufacturer's warranty, if any. No person has the authority to bind us to any representation or warranty other than the foregoing limited warranties as disclaimed.

Sale of Thomas products shall be governed by the laws of the State of Texas and of the United States of America. The provisions of the United Nations Convention on Contracts for the International Sale of Goods or any local statute declaring it to have the force of law in the jurisdiction of one of the parties shall not apply to products or tools supplied hereunder.

"YOU ARE HEREBY NOTIFIED THAT ANY ADDITIONAL OR DIFFERENT TERMS FROM THOSE CONTAINED IN THIS LIMITED WARRANTY ARE OBJECTIONABLE. NO ADDITIONS OR CHANGES ARE BINDING ON THOMAS UNLESS THEY ARE IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER."

NOTE: All past due invoices shall be payable to Martin Sprocket & Gear, Inc., at P.O. Box 91588, Arlington, Tarrant County, Texas 76015-0088. Reasonable attorneys' fees will be added if collection is forced.

ADDITIONAL TERMS & CONDITIONS APPLICABLE TO ORDERS OF THOMAS STOCK PARTS

TAXES: Any sales, use, consumption, or other similar tax applicable to the sale, purchase, or use of any Product is not included in quoted price and shall be paid by the Purchaser.

RETURNED PRODUCT: When it is desired to return Product for credit or exchange, it is necessary that permission in writing first be obtained from the Thomas sales office.

SHIPMENTS: If Seller is not able to meet Purchaser's shipment requirements and/or expected dates of shipment, Seller will not accept liability for delays beyond Seller's control, nor will Seller accept cancellations unless a settlement has been agreed upon between all parties.

FREIGHT ALLOWANCE: Freight allowances are shown on the different product discount sheets. In cases where a Purchaser's specified routing of any Order is more costly than the routing selected by Seller, the excess charges will be added to the net amount of the invoice. Weights shown in supplier's publications are approximate, and may not be used to determine qualifications for freight allowance.

CASH DISCOUNT: Unless modified in the Order or Invoice, payment shall be: A 1% cash discount will be allowed on invoices paid net 15 days. All invoices are due in 30 days. Cash discount does not apply to other charges such as freight, postage, or delivery charges.

PUBLISHED DIMENSIONAL DATA: Due to changes in engineering and manufacturing processes and procedures, it becomes necessary, from time to time, to make alterations to products. Such alterations may not be reflected in supplier's publications. Therefore, if dimensions, specifications or appearances represented by pictures or drawings or tables are critical in their applications, please consult the factory for clarification or certified drawings.

Rinderle, Rick

From: Richard Lucas <RLucas@thomasconveyor.com>
Sent: Thursday, August 15, 2024 9:44 AM
To: Rinderle, Rick
Subject: Clarification Needed RFQ 6216-24 Bid Response

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Rick,

Please accept this emailing confirming Thomas Conveyor "Unit Pricing To Be Valid from 10-15-2024 to 10-14-2025.

Regards,

Richard Lucas
Inside Sales
Thomas Conveyor Company

o: 817-295-7151
a: 555 N. Burleson Blvd
Burleson, TX 76028
w: thomasconveyor.com
/thomasconveyor/
/ConveyorThomas
/thomas-conveyor-company®/

From: Rinderle, Rick <rrinderle@spokanecity.org>
Sent: Thursday, August 15, 2024 11:13 AM
To: Richard Lucas <RLucas@thomasconveyor.com>
Cc: Rinderle, Rick <rrinderle@spokanecity.org>
Subject: Clarification Needed RFQ 6216-24 Bid Response

Thomas Conveyor

Mr. Richard Lucas
817 295 7151
rlucas@thomasconveyor.com

Hello Richard,

A review a Thomas Conveyor's response received was conducted.

Please respond to this email confirming that Thomas Conveyor's pricing would remain unchanged for the first 12-months, if Thomas Conveyor were selected; as stated on the Pricing Page: "Unit Pricing To Be Valid 10-15-2024 to 1-14-2025".

The City will attach Thomas Conveyor's documented response to Thomas Conveyor's bid.

A documented response is requested due to Price Escalation/De-escalation Question #2, which as poorly worded stating: "Price increases will not be considered before the end of the first term of contract, 10/15/2025 – 10/14/2029".
The question should have been written as: ""Price increases will not be considered before the end of the first term of contract, 10/15/202**4** – 10/14/202**5**".

#2	Price increases will not be considered before the end of the first term of the Contract, 10/15/2025 -10/14/2029.	I do not agree or acknowledge

PRICING PAGE

THESE FIVE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM

RFQ 6216-24; Belt Conveyor Replacement Parts, As Needed

Unit Pricing To Be Valid 10-15-2024 to 10-14-2025.

Orders will be placed as needed throughout contract term with a blanket order process.

Payment would only be made for actual orders placed, delivered, and accepted.

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

Item	PN	Brand	Description	Unit Price Each (US $)	Lead time	Item Quoted

Thank you for your allotted time and needed documented response.

Respectfully,

RICK RINDERLE | CITY OF SPOKANE | PURCHASING SPECIALIST
PHONE 509 625 6527 | rrinderle@spokanecity.org | spokanecity.org

Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. – Chapter 42.56 RCW

PRICING PAGE

THESE FIVE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM

RFQ 6216-24; **Belt Conveyor Replacement Parts, As Needed**

Unit Pricing To Be Valid 10-15-2024 to 10-14-2025.

Orders will be placed as needed throughout contract term with a blanket order process.

Payment would only be made for actual orders placed, delivered, and accepted.

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

Item	PN	Brand	Description	Unit Price Each (US $)	Lead time	Item Quoted
1	TKR-18LSR	Martin	Martin Tracker - Lower unit	$3,948.00	15 WD's	TKR-18LSR
2	MLD40-12	Martin	MLD40 SERIES X 12" TRAVEL LIGHT-DUTY TAKE-UP ASSEMBLY	$358.86	30 WD's	MLD40-12
3	C4-20T-18	Martin	CEMA C 4" DIA, 20 DEG TROUGHING EQUAL IDLER, 18" BELT	$197.54	10 WD's	C4-20T-18
4	C4-35T-18	Martin	CEMA C 4" DIA, 35 DEG TROUGHING EQUAL IDLER, 18" BELT	$197.54	10 WD's	C4-35T-18

5	C4-20TI-18	Martin	CEMA C 4" DIA, 20 DEG IMPACT EQUAL IDLER, 18" BELT	$235.61	10 WD's	C4-20TI-18
6	C4-35TI-18	Martin	CEMA C 4" DIA, 35 DEG iMPACT EQUAL IDLER, 18" BELT	$235.61	10 WD's	C4-35TI-18
7	C4-R-18-09-1	Martin	CEMA C 4" RETURN ROLL, 18" BELT, 1 1/2" DROP	$81.70	10 WD's	C4-R-18-1
8	2 3V 315 JA	Martin	DRIVE PULLEY MARTIN SPROCKET	$43.47	3 WD's	2 3V 315 JA
9	JA 1 1/8	Martin	QD BUSHING JA	$13.73	3 WD's	JA 1 1/8
10	2 3V 650 SDS	Martin	DRIVEN PULLEY MARTIN SPROCKET	$80.42	3 WD's	2 3V 650 SDS
11	SDS 1 1/8	Martin	QD BUSHING SDS	$21.80	10 WD's	SDS 1 1/8
12	3VX670	Gates	V BELT	$31.15	10 WD's	3VX670
13	RS-2	Conveyor Components Company	PULL CORD SAFETY STOP SWITCH (RS-2)	$1,829.40	15 WD's	RS-2
14	EZS2-72	Flexco	Secondary Scraper - 6ft belt	$4,912.50	15 WD's	0835163M
15	EZP1-272	Flexco	Primary Scraper - 6ft belt	$3,769	15 WD's	0835169M

16	EZP1-218	Flexco	FLEXCO EZP1, BW-2, ST, CONSHEAR FOR 18" BELT	$2,197.50	15 WD's	0685901M
17	EZS2-18	Flexco	Secondary Belt Cleaner	$1,633.65	15 WD's	0835198M
18	P2BS2207RE	Dodge	2 7/16" PILLOW BLOCK S2000 DODGE BEARING 2 BOLT BASE, EXPANSION TYPE (070305)	$455.47	10 WD's	P2BS2207RE
19	P2BS2207R	Dodge	2 7/16" PILLOW BLOCK S2000 DODGE BEARING 2 BOLT BASE, NON-EXPANSION TYPE (070282)	$455.47	10 WD's	P2BS2207R
20	TA3203H32	Dodge	TAPER BUSHED REDUCER 3203H-BODY-TORQUE-ARM II SHAFT MOUNT SPEED REDUCER (903000)	$2,766.00	10 WD's	TA3203H32

21	TA3203TBX2 3/8	Dodge	STANDARD SHAFT BUSHING KIT 3203-TORQUE-ARM II SHAFT MOUNT SPEED REDUCER (903020)	$306.24	10 WD's	TA3203TBX2 3/8
22	TA3203MM	Dodge	MOTOR MOUNT-TORQUE-ARM II SHAFT MOUNT SPEED REDUCER (903090)	$658.30	10 WD's	TA3203MM
23	TA3203RA	Dodge	ROD-TORQUE-ARM II SHAFT MOUNT SPEED REDUCER (903109)	$162.40	10 WD's	TA3203RA
24	P2B-SC-207	Dodge	Pillow Block Ball Bearing Unit - 2-Bolt Base, 2-7/16 in Bore, Cast Iron Material, Non-Expansion Bearing (Fixed)	$208.31	10 WD's	P2BSC207
25	E4616-72	Syntron	Live Shaft Idler - 6" diameter.	$1,692.20	15 WD's	0835257M

26	ECP3665T	Baldor	5 HP 1750 RPM 3/60/230-460V TEFC BALDOR MOTOR W/ 184T FRAME	$639.04	15 WD's	ECP3665ST
27	E7-20P-72	Superior	Idler, E7, 20DEG, 72"BW, PICKER	$827.28	15 WD's	E7-20U-72-04
28	D6-RETI-72	Superior	Return Roller, D6, 72"BW, Return, Impact	$402.40	15 WD's	D6-RRD-72-4
29	VENDOR'S PERCENTAGE DISCOUNT: Should additional Belt Conveyor Replacement Parts and Associated Related Items be needed that are not currently listed on Pricing Page, but may be realized are needed at a later point in time, Vendor shall provide Vendor's Percentage Discount off Vendor's List Price, to arrive at a Unit Price Cost. Enter Vendor's Percentage Discount here:				%	Percentage Discount
30	VENDOR'S PERCENTAGE MARK UP: Should Vendor "not" provide percentage discount, Vendor shall provide Vendor's Percentage Mark Up above Vendor's List Price, for additional Belt Conveyor Replacement Parts and Associated Related Items be needed that are not currently listed on Pricing, but may be realized are needed at a later point in time. Enter Vendor's Percentage Mark Up above vendor list price here:				%	Percentage Markup
Bidder is aware of if it does not offer either a Percentage Discount or a Percentage Markup, (Either-Or, Not Both), then any resulting Value Blanket will only be able to be utilized to procure items that are listed on the pricing page.						

Thomas
555 N. Burleson Blvd.
Burleson, TX 76028
USA
817-295-7151

Quotation

Number	**2575271-1**
Page	1 of 3
Date	8/15/2024

Sold To:

City of Spokane

808 W Spokane Falls Blvd Spokane, WA 99201
USA

Quote (Pricing) is valid from 10/15/2024 to 10/14/2025

Currency: USD

Payment Terms: / Net 30 Days FOB Shipping Point

PLEASE NOTE:
Pricing is subject to change due to design changes or material volatility.
Third-party supplied items are quoted based on current availability, and may be subject to change before shipment.

Item number	Description	Search name	Work days	Quantity	Unit	Price	Amount
0835051M	TKR STD DUTY LOWER 18 ASM W/RB LAG ROLL MARTIN BELT TRACKER STD DUTY LOWER UNIT 18 ASM W/RB LAG ROLL	TKR-18LSR		1.00	EA	3,948.00	3,948.00
MLD40-18	LIGHT/MEDIUM DUTY TAKE-UP FRAME TOP MOUNT 18IN TRAVEL BALL BEARING NOT INCLUDED, AVAILABLE WITH PURCHASE	MLD40-18		1.00	EA	358.86	358.86
C4-20T-18	CEMA C 4IN 20DEG EQUAL STEEL IDLER 18BW	C4-20T-18		1.00	EA	197.54	197.54
C4-35T-18	CEMA C 4IN 35DEG EQUAL STEEL IDLER 18BW	C4-35T-18		1.00	EA	197.54	197.54
C4-20TI-18	CEMA C 4IN 20DEG EQUAL IMPACT IDLER 18BW	C4-20TI-18		1.00	EA	235.61	235.61
C4-35TI-18	CEMA C 4IN 35DEG EQUAL IMPACT IDLER 18BW	C4-35TI-18		1.00	EA	235.61	235.61
C4-R-18-1	CEMA C 4IN STEEL RETURN KIT 1.5IN DROP BRACKETS 18BW RETAINING CLIPS AND SCREWS INCLUDED	C4-R-18-1		1.00	EA	81.70	81.70
2 3V 315 JA	HI-CAP QD SHEAVE	2 3V 315 JA		1.00	EA	43.47	43.47
JA 1 1/8	BUSHING QD	JA 1 1/8		1.00	EA	13.73	13.73
2 3V 650 SDS	HI-CAP QD SHEAVE	2 3V 650 SDS		1.00	EA	80.42	80.42
SDS 1 1/8	BUSHING QD	SDS 1 1/8		1.00	EA	21.80	21.80
3VX670	V BELT	3VX670		1.00	EA	31.15	31.15
RS-2	CCC PULL CABLE SAFETY SWITCH CCC MODEL RS-2	RS-2		1.00	EA	1,829.40	1,829.40

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USA
817-295-7151

Quotation

Number	**2575271-1**
Page	2 of 3
Date	8/15/2024

Item number	Description	Search name	Work days	Quantity	Unit	Price	Amount
0835163M	SECONDARY BELT SCRAPER EZS2-72 SECONDARY BELT CLEANER FLEXCO EZS2-72 FOR 72" BELT	EZS2-72		1.00	EA	4,912.50	4,912.50
0835169M	PRIMARY BELT SCRAPER EZP1-272 PRIMARY BELT CLEANER FLEXCO EZP1-272 STANDARD DUTY FOR 72" BELT	EZP1-272		1.00	EA	3,769.00	3,769.00
0685901M	SECONDARY BELT CLEANER EZS2-218 SECONDARY BELT CLEANER FLEXCO EZS2 STANDARD DUTY FOR 18" BELT	EZS2-218		1.00	EA	2,197.50	2,197.50
0835198M	PRIMARY BELT SCRAPER EZP1-218 PRIMARY BELT CLEANER FLEXCO EZP1-218 STANDARD DUTY FOR 18" BELT	EZP1-218		1.00	EA	1,633.65	1,633.65
P2BS2207RE	BRG 2 7/16" 2B PLWBLK; EXP DODGE 2 7/16"; 2 BOLT; S-2000 SPHERICAL ROLLER BEARING; PILLOWBLOCK; EXPANSION	P2BS2207RE		1.00	EA	455.47	455.47
P2BS2207R	BRG 2 7/16" 2B PLWBLK; NON-EXP DODGE 2 7/16"; 2 BOLT; S-2000 SPHERICAL ROLLER BEARING; PILLOWBLOCK; NON-EXPANSION	P2BS2207R		1.00	EA	455.47	455.47
TA3203H32	DODGE;T A2;SHAFT MNT REDUCER	TA3203H32		1.00	EA	2,766.60	2,766.60
TA3203TBX2 3/8	DODGE;T A2; SHAFT BUSHING KIT	TA3203TBX2 3/8		1.00	EA	306.24	306.24
TA3203MM	DODGE; T A2; MOTOR MOUNT	TA3203MM		1.00	EA	658.30	658.30
TA3203RA	TA3203RA ROD ASSEMBLY	TA3203RA		1.00	EA	162.40	162.40
P2BSC207	BRG 2 7/16 BB 2B PLWBLK	P2BSC207		1.00	EA	208.31	208.31
0835257M	CEMA E MTO LIVE SHAFT ROLL	E6-LI39-72		1.00	EA	1,692.20	1,692.20
0835257M	CEMA E MTO LIVE SHAFT ROLL	E6-LI39-72		5.00	EA	1,445.63	7,228.15
0835257M	CEMA E MTO LIVE SHAFT ROLL	E6-LI39-72		10.00	EA	1,414.81	14,148.10
ECP3665T	5;1750;TEFC;184T;BA LDOR 5 HP; 1750 RPM; 3/60/230-460 V; TEFC; 184T FRAME; BALDOR MOTOR	ECP3665T		1.00	EA	639.04	639.04
E7-20U-72-04	CEMA E 7IN 20DEG UNEQUAL STEEL IDLER 72BW	E7-20U-72-04		1.00	EA	827.28	827.28

Thomas
555 N. Burleson Blvd.
Burleson, TX 76028
USA
817-295-7151

Quotation

Number	**2575271-1**
Page	3 of 3
Date	8/15/2024

Item number	Description	Search name	Work days	Quantity	Unit	Price	Amount
D6-RRD-72-4	CEMA D 6IN RUBBER DISC RETURN KIT 4.5IN DROP BRACKETS 72BW RETAINING CLIPS AND SCREWS INCLUDED	D6-RRD-72-4		1.00	EA	402.40	402.40

Total: 49,737.44

Thank you for the opportunity to quote, Richard Lucas

Notes, Exceptions, and Clarification of Customer Specifications:
Thomas is not incorporated in the state of Washington; therefore, Sales Tax is NOT included on the quotation.

Notwithstanding any additional, differing, or conflicting terms in a purchase order or any other writing submitted by Buyer / Owner to Thomas, the terms of the Quote shall constitute the entire agreement between Thomas and Buyer / Owner. Writings transmitted from Buyer/Owner to Thomas, such as a Buyer / Owner purchase order, that contain additional, conflicting, or differing terms from the Quote shall not apply or in any way modify or alter the terms and conditions of the Quote. Furthermore, writings with terms and/or conditions different from, or in addition to, the terms and conditions appearing in the Quote, including any additional or differing terms and conditions contained in any purchase order submitted by the Buyer / Owner, are expressly rejected. Buyer / Owner's submission to Thomas of an offer to purchase Products or Buyer / Owner's acceptance of Thomas' offer to sell Products, by whatever means, constitutes Buyer / Owner 's agreement that the Quote contains the entire agreement between Buyer / Owner and Thomas. Buyer / Owner's acceptance of the Quote is expressly limited to the terms and conditions of the Quote. Buyer / Owner understands and acknowledges that the price Thomas quoted for the Products is based upon Buyer / Owner's acceptance of the terms and conditions of the Order and that the price for the Products would be different if other terms and conditions of sale were to apply.

If Thomas is making an offer to sell Products, Buyer / Owner may accept Thomas' offer only on the terms and conditions set forth in the Quote. If the Buyer / Owner is making an offer to purchase Products from Thomas, Thomas' acceptance of Buyer / Owner's offer is expressly conditioned on Buyer / Owner's assent to the terms and conditions of the Quote, and any commencement of performance by Buyer / Owner shall be deemed to constitute such assent. Any additional and/or different terms and conditions proposed by Buyer / Owner and/or any attempt by Buyer / Owner to vary any of the terms and conditions of the Quote shall be deemed a material alteration and is hereby objected to and rejected. Thomas' shipment of any Products in response to a writing that attempts to vary any of the terms and conditions of the Quote or Thomas' acceptance of any payment by Buyer / Owner shall not be deemed to constitute such assent to any additional and/or different terms and conditions proposed by Buyer / Owner.

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/16/2024

Committee Agenda type: Consent

Council Meeting Date: 09/30/2024

Date Rec'd	9/4/2024
Clerk's File #	OPR 2024-0823
Cross Ref #	
Project #	

Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	ITB 6197-24
Contact Name/Phone	DAVID PAINE 625-6878	**Requisition #**	VALUE BLANKET
Contact E-Mail	DPAINE@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Agenda Item Name	4490 VALUE BLANKET FOR THE PURCHASE OF ELECTRICAL CRANE PARTS		

Agenda Wording

Five year value blanket award to WEMCO, Inc. (Spokane, WA) for the as-needed purchase of spare electrical parts for the cranes at the Waste to Energy Facility from 11/15/2024-11/14/2029 with a total cost not to exceed $350,000.00, plus tax.

Summary (Background)

In 2019, the Waste to Energy Facility replaced its two refuse cranes, which were 28 years old, with WEMCO designed cranes. To respond quickly to any repair and maintenance needs, spare electrical parts need to be purchased as-needed. On August 12, 2024, bidding closed on ITB 6197-24 for the as-needed purchase of these spare electrical parts. Wemco, Inc. (Spokane, WA) was the only respondent. A five year value blanket award is requested with an approximate annual spend of $70,000.00 plus tax.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 350,000.00
Current Year Cost	$ 70,000.00
Subsequent Year(s) Cost	$ 70,000.00

Narrative

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

Amount		**Budget Account**
Expense	$ 350,000,00	# 4490-44100-37148-53210-34002
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	AVERYT, CHRIS	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	JONES, GARRETT		

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

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 16, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org, 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Value blanket award for the as-needed purchase of electrical crane parts at the Waste to Energy Facility.
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	In 2019, the Waste to Energy Facility replaced its two refuse cranes, which were 28 years old, with WEMCO designed cranes. To respond quickly to any repair and maintenance needs, spare electrical parts need to be purchased as-needed. On August 12, 2024, bidding closed on ITB 6197-24 for the as-needed purchase of these spare electrical parts. Wemco, Inc. (Spokane, WA) was the only respondent. The value blanket award will be for five (5) years, from November 15, 2024 through November 14, 2029 and a total cost not to exceed $350,00.00, plus tax (approx.. $70K annually)

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: $350,000.00

Current year cost: $70,000.00

Subsequent year(s) cost: $70,000.00

Narrative: This is a routine repair and maintenance supply expense that was planned for in the Solid Waste Disposal budget.

Funding Source ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Program revenue

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

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

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

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

- What impacts would the proposal have on historically excluded communities?
  Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

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

N/A

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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

  Not applicable

Bid Response Summary

Bid Number	ITB 6197-24
Bid Title	New Spare Replacement Parts For Current Operating Refuse Crane System; As Needed - Annual Requirements
Due Date	Monday, August 12, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Wemco Inc.
Submitted By	Matt Humphrey - Monday, August 12, 2024 12:50:09 PM [(UTC-08:00) Pacific Time (US & Canada)] mhumphrey@wemcoinc.com 5092444773
Comments	

Question Responses

Group	Reference Number	Question	Response
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.	Acknowledged
	#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 9:00 a.m. Pacific Local Time, on the bid opening date. Acknowledge.	Acknowledged
	#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 of Spokane.	Acknowledged
PAYMENT TERMS			

	#1	Vendor acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	Acknowledged
	#2	Invoices must be submitted to Spokane Solid Waste Disposal within 30 days. performing services. • All Invoices shall reference the invoice number and total quantities of items and types. Invoices shall reference and order number. Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be emailed to mdorgan@spokanecity.org the Spokane Solid Waste Disposal, Attn: Office Manager.	Acknowledged
BIDDER INFORMATION			
	#1	Provide Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting proposal.	Matt Humphrey WEMCO Inc. 5510 West Thorpe Road Spokane, WA 99224 sales@wemcoinc.com (509)244-4773
	#2	State Person, Phone Number, and Email Address to be contacted by the City regarding Bid.	Matt Humphrey (509)998-5985 mhumphrey@wemcoinc.com
	#3	Successful Proposal 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 service agreement. Enter representative's name, phone number, and Email Address.	Matt Humphrey (509)998-5985 mhumphrey@wemcoinc.com

	#4	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	Spare Parts Letter - 6197-24.pdf
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT			
	#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	Acknowledged
	#2	City of Spokane Business Registration Number	T12002901BUS
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 Washington State
TERMS AND CONDITIONS			
	#1	Bidder agrees and acknowledges compliance with Terms and Conditions as set forth in IRFP document so named in the 'Documents' tab. If selected response was "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.	ACKNOWLEDGED
	#1.1	EXCEPTIONS: If you took exception above, upload here.	

	#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	Certifies
ADDITIONAL ITEMS			
	#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	Yes
ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER			

	#1	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.	Magnetek, N49 W13650 Campbell Drive, Menomonee Falls, WI 53051 ABB, 18425 72nd Ave. S., Kent, WA 98032 Allen-Bradley, 15735 SE 30th Place, Seattle, WA 98007 Ametek-Gemco, 1080 North Crooks, Clawson, WI 48017 Power Ohm Resistors, 5713 13th Street, Katy, TX 77493 Vahle, Inc., 407 Cane Island Pkwy, Katy, TX 77494 Video Products Inc. (VPI), 1275 Danner Dr., Aurora, OH, 44202 Transtector, 10701 Airport Road, Hayden, ID 83835 SixNet (Red Lion), 20 Willow Springs Circle, York, OA 17406 Rice Lake Weighing Systems, 230 West Coleman Street, Rice Lake, WI 54868 MTE Corportation, N83 W1330 Leon Road, Menomonee Falls, WI 53051 N-Tron (Red Lion), 20 Willow Springs Circle, York, OA 17406 Pfannenber Sales America, LLC., 68 Ward Road, Lancaster, NY 14086 Mean Well USA, 44030 Fremont BLVD, Fremont, CA 94538 Marathon Special Products, 427 Van Camp Road, Bowling Green, OH 43402 Marathon Motors, 100 East Randolph Street, Wausau, WI 54401 JR Merritt Controls, 55 Sperry Ave., Stratford, CT 06615 ILSCO, 4730 Madison Road, Cincinnati, OH 45227 Macromatic, W134N5345 Campbell Drive, Menomonee Falls, WI 53051 Hammond Mfg., 394 Edinburgh Road North, Guelph, Ontario, N1H 1E5, Canada Hoffman nVent, 2100 Hoffman Way, Anoka, MN 55303 Hubbell Inc., 40 Waterview Drive, Shelton, CT 06484, Erico, 34600 Solon Road, Solon, OH 44139 Eaton's Crouse-Hinds Division, 1201 Wolf Street, Syracuse, NY 13208 Anybus (HMS Industrial Networks), 35 East Wacker Drive, Suite 1700, Chicago, IL 60601 Assman, 1840 West Drake Drive, Suite 101, Tempe, AZ 85283 Conduxtix Wampfler, 10102 F Street, Omaha, NE 68217 Federal Signal, 1415 22nd Street, Oak Brook, IL 60523
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			

	#1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	Acknowledged
	#2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	Acknowledged
	#3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as “PROPRIETARY INFORMATION.” If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.	Acknowledged
	#4	The City will neither look for nor honor any claims of “proprietary information” that are not within the separate part of your response.	Acknowledged
MINORITY BUSINESS ENTERPRISE			
	#1	Vendor (is___, is not ___) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is
SMALL BUSINESS			

	#1	Vendor (is ___, is not ___) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
NON-COLLUSION			
	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	Certifies No Agreement Was Entered
INTERLOCAL PURCHASE AGREEMENTS			
	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
ACCEPTANCE PERIOD			
	#1	Bids must provide ninety (90) days for acceptance by the City from the due date for receipt of Bids. Acknowledge.	Acknowledged
CONTRACT PERIOD			
	#1	Pending City Council approval, resulting contract(s) will be for a five-year period, beginning approximately November 15, 2024 through November 14, 2029. Total contract periods shall not exceed five (5) years.	Acknowledged
DELIVERY DEFAULT			

	#1	The acceptance of late performance by the Purchaser 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. B. When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Vendor will be required to pay any differences in cost.	Acknowledged
PCB CERTIFICATION			
	#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
	#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
	#3	If so were PCBs found at a measurable level?	Don't Know
	#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Don't Know
	#5	If so attach the results or note from whom the results can be obtained.	
	#6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No

GENERAL INSTRUCTIONS			
	#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	Acknowledged
	#2	Time is of the essence in the performance of this contract.	Acknowledged
	#3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	Acknowledged
	#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	Acknowledged
	#5	The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote deemed to be in the best interest of the City.	Acknowledged
	#6	The City may choose from more than one vendor. The City of Spokane reserves the option of awarding by type or grouping, or by any manner most advantageous for the City.	Acknowledged
	#7	Bidder should be aware that Bid may be rejected if all questions are not completely and correctly answered.	Acknowledged
SPECIAL INSTRUCTIONS - GENERAL			
	#1	If the products differs from the provisions contained herein, these differences must be explained in detail.	Acknowledged
	#2	Suppliers found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	Yes

	#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.	Acknowledged
	#4	Successful bidder shall furnish standard warranty.	Acknowledged
	#4.1	State Warranty:	All Items are Subject to a 1 Year Warranty from WEMCO. Some items may have longer warranties from the OEM. See attached.
	#5	Federal and State laws governing this product and its final certification must be satisfied.	Acknowledged
	#6	It shall be the Supplier's responsibility to conform to all Federal Standards for certification.	Acknowledged
	#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 the purchase order.	Acknowledged
	#8	Annual Estimated Quantities are estimates only and is not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process.	Acknowledged
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.	Acknowledged
	#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design in regards to form, fit and function, to enable WTEF Maintenance personnel to merely change changeout items as needed by performing a drop in replacements into existing crane systems currently employed at COS WTEF.	Acknowledged
	#3	All items delivered must adhere to stated specs, no or-equals will be considered due to standardization.	Acknowledged

	#4	Any delivered item that does not meet specifications will not be accepted.	Acknowledged
	#5	Awarded Supplier would be responsible for providing, spec'd new Electrical Replacement Parts as needed, listed on "Pricing Form".	Acknowledged
	#6	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of valve. Upload Letter	Spare Parts Letter with Vendors - 6197-24.pdf
	#7	As applicable, Safety Data Sheets must be included with Bid Proposal. Upload Here	
	#8	If you took exception to #1 through #7 above, explain in detail.	
INTERPRETATION			
	#1	If the Bidder discovers any errors, discrepancies or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.	Acknowledged
WITHDRAWAL OF BIDS			
	#1	Bidders may withdrawal Bids prior to the scheduled bid due date and time. Unless otherwise specified, no Bids may be withdrawn for a minimum of seventy-five (75) calendar days after the due date.	Acknowledged
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. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.	Acknowledged
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.	Acknowledged
REJECTION OF BIDS			
	#1	The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	Acknowledged
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 agree and acknowledge
	#2	FREIGHT TRANSPORTATION CHARGES: Will be prepaid and add; and listed as a separate line item on invoices. The City reserves the right to request copies of all freight invoices incurred by vendor.	Acknowledge
	#3	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I agree and acknowledge
	#4	If you took exception to any of the above, explain in detail.	
Annual Estimated Quantities, May Be More Or Less. Unit Pricing To Be Valid 11-15-2024 to 11-14-2025.			
	#1	The City of Spokane, Solid Waste Disposal, Waste to Energy Facility (COS WTEF) , located at 2900 S. Geiger Blvd, Spokane WA 99224-5400, operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels.	Acknowledged
	#2	COS WETF utilizes one (1) KoneCrane double girder top riding crane, and two (2) in-house made monorail cranes in its daily operations, and is initiating this Bid to solicit Bids from vendors who have a proven ability to provide spec'd electrical crane related parts as-needed, in regards to form, fit and function, to enable WTEF Maintenance personnel to merely change changeout items as needed by performing a drop in replacement. Resulting Contract would result in Value Blanket to allow City to procure spec'd electrical crane related items as-needed. The City does not bind itself to purchase the full quantities stipulated in the proposal as estimates.	Acknowledged

	#3	Should additional Electrical Parts and Associated Related Items be needed that are not currently listed on Pricing Form, Vendor shall provide either a Percentage Discount or a Percentage Markup, (Either-Or, Not Both). Should Bidder not provide a discount or markup, then any resulting Value Blanket would “only” be able to be utilized to procure items that are listed on the pricing page. Any discount or markup will remain unchanged throughout the life of the contract.	I agree and acknowledge
PRICING			
	#1	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should --not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax	Acknowledged
	#2	Quantities shown on “Pricing Form” are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	Acknowledged
	#3	Bidder has complete Pricing Form.	Acknowledged
	#4	Additional Electrical Parts and Associated Related Items not currently listed on the pricing form.	Yes
	#4.1	VENDOR’S PERCENTAGE DISCOUNT: Should additional Electrical Parts and Associated Related Items be needed that are not currently listed on Pricing Page, but may be realized are needed at a later point in time, Vendor shall provide Vendor’s Percentage Discount off Vendor’s List Price, to arrive at a Unit Price Cost. Enter Vendor’s Percentage Discount on pricing page.	2.5%

	#4.1.1	Vendor's Percentage Discount offered will remain unchanged throughout the life of the contract.	I agree and acknowledge
	#4.2	VENDOR'S PERCENTAGE MARK UP: Should Vendor "not" provide percentage discount, Vendor shall provide Vendor's Percentage Mark Up above Vendor's List Price, for additional Electrical Parts and Associated Related Items not currently listed on Pricing Form, but may be realized are needed at a later point in time. Enter Vendor's Percentage Mark Up on pricing page.	See #4.1
	#4.2.1	Percentage Markup will remain unchanged throughout the life of the contract.	I agree and acknowledge
	#4.3	Bidder is aware of if it does not offer either a Percentage Discount or a Percentage Markup, (Either-Or, Not Both), then any resulting Value Blanket will only be able to be utilized to procure items that are listed on the pricing page.	Acknowledge
PRICE ESCALATION/DE-ESCALATION			
	#1	Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original contract, 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 agree and acknowledge
	#2	Price increases will not be considered before the end of the first term of the Contract, 11/15/2025 -11/14/2026.	I agree and acknowledge
	#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 agree and acknowledge

	#4	A written request for a price adjustment will be submitted a minimum of sixty (60) calendar days in advance of a proposed effective date, or a mutually agreed upon.	I agree and acknowledge
	#5	An approved price increase will become effective after the approval of the increase.	I agree and acknowledge
	#6	Approved price changes will be put into effect through the use of a change order to the Agreement. Price changes will not be retroactive.	I agree and acknowledge
	#7	Retroactive price increase adjustments will not be considered.	I agree and acknowledge
	#8	Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Agreement for cause.	Acknowledged
	#9	During the term of the contract, should the Contractor 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 Contractor shall immediately request that an amendment to the Contract to provide similar pricing to the City, if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Contractor shall immediately notify the City of any such contracts entered into by the Contractor. Price decreases may be considered and implemented at any time upon mutual consent of the parties.	Acknowledged
AWARD OF CONTRACT(s)			
	#1	Award of contract(s) shall begin upon approval by City Council, will be to the Bidder(s) whose Bid 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.	Acknowledged

	#2	Estimated annual expenditure for the Purchase of Electrical Parts is $50,000 more or less; or $250,000 more or less over five-year period. This is an estimate only and the City of Spokane does not guarantee it.	Acknowledged
	#3	It is the intent of this bid to enter into a five (5) year value blanket contract(s) for the as-needed purchases of new Electrical Parts as-needed. Orders will be placed as-needed throughout the contract term with a blanket order process. Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	I agree and acknowledged
	#3.1	Multiple blanket orders may be awarded based on Vendors' ability to provide spec'd items, and to allow the City the flexibility to allocate requirements among awarded Vendors based upon lead times to best meet City's needs. Bidders are encouraged to bid on as many of the spec'd items that is able to supply. Award of contract(s), when and if made, will be to the bidder(s) whose bid is the most favorable to the City. Blanket Order(s) are optional (non-exclusive) use. The City Council shall make the award of Blanket Order(s). Resulting Blanket Order(s) is optional (non-exclusive) use.	I agree and acknowledge
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	Spare Parts Warranty Template.pdf

	#2	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	Spare Parts Letter - 6197-24.pdf
	#3	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	Spare Parts Letter with Vendors - 6197-24.pdf

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Annual Estimated Quantities, May Be More Or Less. Unit Pricing To Be Valid 11-15-2024 to 11-14-2025.								
	1	ABB, Din Rail, Part Number 10150804	Base	1	1.00	$6.98	$6.98	
	2	ABB, ACS880 DRIVE 5.0HP 460VAC, Part Number 52002-069-53	Base	1	1.00	$1,980.75	$1,980.75	
	3	ALLEN BRADLEY, HEATER ELEMENT, Part Number 006-5890	Base	1	1.00	$25.50	$25.50	
	4	ALLEN BRADLEY, HEATER ELEMENT, Part Number 006-5902	Base	1	1.00	$25.50	$25.50	
	5	ALLEN BRADLEY, AUX CONTACT BLOCK, 1 N0-1NC, Part Number 006-7506	Base	1	1.00	$12.00	$12.00	
	6	ALLEN BRADLEY, CONTROL LOGIX EMPTY SLOT FILLER, Part Number 008-3305	Base	1	1.00	$24.00	$24.00	

7	ALLEN BRADLEY, SWING ARM, SCREW-CLAMP, 36 POSITION, Part Number 008-3306	Base	1	1.00	$181.08	$181.08
8	ALLEN BRADLEY, SWING ARM, SCREW-CLAMP, 20-PIN, Part Number 008-3307	Base	1	1.00	$141.08	$141.08
9	ALLEN BRADLEY, OUTPUT MODULE 16PT, CONTACT, Part Number 008-3308	Base	1	1.00	$750.58	$750.58
10	ALLEN BRADLEY, INPUT MODULE 16PT, 120V, Part Number 008-3309	Base	1	1.00	$545.06	$545.06
11	ALLEN BRADLEY, CONTROL LOGIX POWER SUPPLY, Part Number 008-3331	Base	1	1.00	$1,476.88	$1,476.88
12	ALLEN BRADLEY, CONTROL LOGIX 1/0 7 SLOT CHASSIS, Part Number 008-3335	Base	1	1.00	$1,067.48	$1,067.48
13	ALLEN BRADLEY, TERMINAL BLOCK, NEMA, 20A, 600V, Part Number 009 -91 77	Base	1	1.00	$3.43	$3.43
14	ALLEN BRADLEY, END ANCHORS, Part Number 009 -9115	Base	1	1.00	$4.56	$4.56
15	ALLEN BRADLEY, TERMINAL BLOCK, NEMA , 35A , 600V, Part Number 009-9148	Base	1	1.00	$3.40	$3.40
16	ALLEN BRADLEY, END BARRIER, Part Number 009-9150	Base	1	1.00	$1.24	$1.24
17	ALLEN BRADLEY, JUMPER, 2-POLE, Part Number 009-9151	Base	1	1.00	$1.50	$1.50
18	ALLEN BRADLEY, JUMPER, 2-POLE, Part Number 009-9154	Base	1	1.00	$1.50	$1.50
19	ALLEN BRADLEY, DIN-RAIL HIGH RISE, Part Number 009-9161	Base	1	1.00	$1.50	$1.50

20	ALLEN BRADLEY, TERMINAL BLOCK, NEMA, 20A, 600V, Part Number 009 -9177	Base	1	1.00	$3.43	$3.43	
21	ALLEN BRADLEY, DIN-RAIL HIGH RISE, Part Number 009-9464	Base	1	1.00	$6.67	$6.67	
22	ALLEN BRADLEY, ETHERNET ADAPTER MODULE FOR POINT 1/0, Part Number 113-10394, ETHERNET ADAPTER MODULE FOR POINT 1/0	Base	1	1.00	$942.61	$942.61	
23	ALLEN BRADLEY, FIELD POTENTIAL DISTRIBUTOR FOR POINT 1/0, Part Number 113-10395	Base	1	1.00	$147.32	$147.32	
24	ALLEN BRADLEY, SSI INTERFACE MODULE FOR POINT 1/0, Part Number 113-10399	Base	1	1.00	$428.77	$428.77	
25	ALLEN BRADLEY, TERMINAL BLOCK FOR POINT 1/0, Part Number 113-10403	Base	1	1.00	$31.02	$31.02	
26	ALLEN BRADLEY, OUTPUT MODULE, 4 RELAY OUTPUTS FOR POINT 1/0, Part Number 113-10518	Base	1	1.00	$231.15	$231.15	
27	ALLEN BRADLEY, INPUT MODULE, 4 CHANNEL FOR POINT 1/0, Part Number 113-10575	Base	1	1.00	$188.03	$188.03	
28	ALLEN BRADLEY, SERIAL INTERFACE RS485 MODULE, Part Number 113-10658, SERIAL INTERFACE RS485 MODULE	Base	1	1.00	$471.89	$471.89	
29	ALLEN BRADLEY, STACK LIGHT, Part Number 113-11205	Base	1	1.00	$1,503.02	$1,503.02	

30	ALLEN BRADLEY, PROCESSOR, CONTROL LOGIX 5580, 3M, Part Number 113-11543	Base	1	1.00	$13,571.00	$13,571.00	
31	ALLEN BRADLEY, SERIAL INTERFACE RS485 MODULE, Part Number 113-310658	Base	1	1.00	$471.89	$471.89	
32	ALLEN BRADLEY, TERMINAL BLOCK FOR POINT 1/0, Part Number 115-10403	Base	1	1.00	$68.51	$68.51	
33	ALLEN BRADLEY, OVERLOAD RELAY, NEMA , 3-POLE, 24A, Part Number 144 -10341	Base	1	1.00	$88.87	$88.87	
34	ALLEN BRADLEY, FUSE HOLDER, CLASS CC, 1-POLE, 30A, 600V, Part Number 144 -12867	Base	1	1.00	$27.84	$27.84	
35	ALLEN BRADLEY, PUSH BUTTON, TYPE 4/ 13, NON-ILLUM., MOM ENTARY, (BLACK), Part Number 144 -14303	Base	1	1.00	$83.91	$83.91	
36	ALLEN BRADLEY, FUSE HOLDER, CLASS CC, 3-POLE, 30A, 600V, Part Number 144 -16195	Base	1	1.00	$89.64	$89.64	
37	ALLEN BRADLEY, LIGHTING CONTACTOR, 20A, 4NO, 115VAC COIL, Part Number 144 -19695	Base	1	1.00	$705.31	$705.31	
38	ALLEN BRADLEY, POWER SUPPLY, 30W, 100-240VAC INPUT, 24VDC OUTPUT, Part Number 144 -22109	Base	1	1.00	$311.43	$311.43	
39	ALLEN BRADLEY, TERMINAL SHROUD, Part Number 144 -22587	Base	1	1.00	$213.41	$213.41	

40	.ALLEN BRADLEY, FUSE HOLDER, CLASS CC, 1-POLE, 30A, 600V, Part Number 144-12867	Base	1	1.00	$52.70	$52.70
41	ALLEN BRADLEY, SELECTOR SWITCH, TYPE 4/13, NON-ILLUMINATED, 2-POSITION, Part Number 144-14158	Base	1	1.00	$125.24	$125.24
42	ALLEN BRADLEY, SELECTOR SWITCH, TYPE 4/13, NON-ILLUMINATED, 1-NO, Part Number 144-14161	Base	1	1.00	$97.96	$97.96
43	ALLEN BRADLEY, PUSH BUTTON, TYPE 4/13, NON-ILLUM ., MOMENTAR Y, (BLACK), Part Number 144-14505	Base	1	1.00	$109.08	$109.08
44	ALLEN BRADLEY, FUSE HOLDER, CLASS CC, 3-POLE , 30A, 600V, Part Number 144-16195	Base	1	1.00	$134.69	$134.69
45	ALLEN BRADLEY, PANEL LIGHT BAR, 110-240V , WITHOUT ON/OFF SWITCH, Part Number 144-16708	Base	1	1.00	$564.78	$564.78
46	ALLEN BRADLEY, 3 POS SELECTOR SWITCH, S-M-5, WITH FINGER SAFE GUARDS, Part Number 144-17983	Base	1	1.00	$160.58	$160.58
47	ALLEN BRADLEY, SELECTOR SWITCH, TYPE 4/ 13, NON-ILLUMINATED, 3-POSITION, Part Number 144-18058	Base	1	1.00	$125.24	$125.24
48	ALLEN BRADLEY, POWER DISTRIBUTION BLOCK, 1-POLE, 200 A, 600VAC/DC, Part Number 144-18151	Base	1	1.00	$71.24	$71.24

49	ALLEN BRADLEY, E-STOP OPERATOR, TYPE 4/ 13, ILLUMINATED, 2-POSITION, Part Number 144-18193	Base	1	1.00	$812.20	$812.20	
50	ALLEN BRADLEY, PUSH BUTTON-ILLUM . (LED), TYPE 4/ 13, AMBER 120VAC, Part Number 144-18194	Base	1	1.00	$678.28	$678.28	
51	ALLEN BRADLEY, PUSH BUTTON-ILLUM . (LED), TYPE 4/ 13, RED 120VAC, Part Number 144-18195	Base	1	1.00	$678.28	$678.28	
52	ALLEN BRADLEY, POWER SUPPLY , 30W, 100-240VAC INPUT, 24VDC OUTPUT, Part Number 144-22109	Base	1	1.00	$311.43	$311.43	
53	ALLEN BRADLEY, SELECTOR SWITCH, TYPE 4/4X/ 13, NON-ILLUMINATED, 3-POS, Part Number 144-22112	Base	1	1.00	$337.28	$337.28	
54	ALLEN BRADLEY, E-STOP OPERATOR, TYPE 4/ 13, NON-ILLUMINATED, 2-POSITION, Part Number 144-22266	Base	1	1.00	$530.10	$530.10	
55	ALLEN BRADLEY, AUX CONTACT BLOCK, 1 N0-1NC, Part Number 144-22388	Base	1	1.00	$35.96	$35.96	
56	ALLEN BRADLEY, CONTA CTOR, NEMA, 3-POLE, SIZE 7, 120VAC COIL, Part Number 144-22446	Base	1	1.00	$25,215.00	$25,215.00	
57	ALLEN BRADLEY, KEY SWITCH , TYPE 4/ 13, NON-ILLUMINATED, 2-POS. MAINTAIN, Part Number 144-47729	Base	1	1.00	$512.04	$512.04	

58	ALLEN BRADLEY, PUSH BUTTON-ILLUM . (LED), TYPE 4/ 1 3, AMBER 120VAC, Part Number 144-48494	Base	1	1.00			N/A
59	ALLEN BRADLEY, SCREW TYPE TERMINAL BLOCK, 18 -4AWG, GREY, Part Number 1492-J16	Base	1	1.00	$4.50	$4.50	
60	ALLEN BRADLEY, SCREW TYPE TERMINAL BLOCK, 12 -1/0AWG, GREY, Part Number 1492-J35	Base	1	1.00	$8.50	$8.50	
61	ALLEN BRADLEY, SCREW TYPE TERMINAL BLOCK, 22-I 0AWG, GREY, Part Number 1492-J4	Base	1	1.00	$2.50	$2.50	
62	ALLEN BRADLEY, SCREW TYPE TERMINAL BLOCK, 22-8AWG, GREY, Part Number 1492-J6	Base	1	1.00	$2.50	$2.50	
63	ALLEN BRADLEY, SCREW TYPE TERMINAL BLOCK, GND, 12-1/ 0AWG, GREEN/YELLO\/1, Part Number 1492-JG35	Base	1	1.00	$18.50	$18.50	
64	ALLEN BRADLEY, SCREW TYPE TERMINAL BLOCK, GND, 22-I 0AWG, GREEN/YELLOW, Part Number 1492-JG4	Base	1	1.00	$12.50	$12.50	
65	ALLEN BRADLEY, SCREW TYPE TERMINAL BLOCK, GND, 18-6AWG, GREEN/YELLOW, Part Number 1492-JGI0	Base	1	1.00	$22.50	$22.50	

66	ALLEN BRADLEY, SCREW TYPE TERMINAL BLOCK, GND, 10-1/0AWG , GREEN/YELLOV1, Part Number 1492-JGS0	Base	1	1.00	$45.50	$45.50
67	ALLEN BRADLEY, SCREW TYPE TERMINAL BLOCK, 18 - 6AWG , GREY, Part Number 1492-JI0	Base	1	1.00	$5.50	$5.50
68	ALLEN BRADLEY, SCREW TYPE TERMINAL BLOCK, 10 -1/ 0AWG, GREY, Part Number 1492-JS0	Base	1	1.00	$45.50	$45.50
69	ALLEN BRADLEY, CONTACTOR, NEMA, 3-POLE, SIZE 0, 120VAC COIL, Part Number 900 -1000	Base	1	1.00	$174.32	$174.32
70	ALLEN BRADLEY, POWER DISTRIBUTION BLOCK, 3-POLE, 175A , 600V, Part Number 900 -9104	Base	1	1.00	$90.52	$90.52
71	ALLEN BRADLEY, CONTA CTOR, NEMA, 3-POLE, SIZE 0, 120VAC COIL, Part Number 900-4000	Base	1	1.00	$174.32	$174.32
72	ALLEN BRADLEY, JUMPER, 2-POLE, Part Number JUMPER, 2-POLE, Part Number 901-9001	Base	1	1.00	$1.75	$1.75
73	ALLEN BRADLEY, CONTROL RELAY, 8 - POLE, 120VAC COIL, Part Number 901-9003	Base	1	1.00	$269.74	$269.74
74	ALLEN BRADLEY, JUMPER, 2-POLE, Part Number 901-9004	Base	1	1.00	$1.75	$1.75
75	ALLEN BRADLEY, MOUNTING DIN RAIL, Part Number 901-9020	Base	1	1.00	$10.70	$10.70

76	ALLEN BRADLEY, CONTROL RELAY, 4-P OLE, 120VAC COIL, Part Number 901-9027	Base	1	1.00	$217.28	$217.28	
77	ANYBUS, CONVERTER, CAN-ETHERNET/IP, Part Number 113-11283	Base	1	1.00	$1,169.48	$1,169.48	
78	ANYBUS, ETHERNET RA DIO, RJ45 ETHERNET/PoE WIRELESS BOLT, Part Number 113-11665	Base	1	1.00	$610.21	$610.21	
79	ANYBUS, CONVERTER, CAN-ETHERNET/IP, Part Number 115 -11283	Base	1	1.00	$1,169.48	$1,169.48	
80	ASSMANN, CABLE, 9-PIN FEMALE TO 9-PIN FEM ALE, 6 FT., Part Number 005-4291	Base	1	1.00	$20.42	$20.42	
81	CITADEL, INDUSTRIAL PC, Part Number 113-11519	Base	1	1.00			Discontinued
82	ALLEN BRADLEY HDMF Monitor Replaces: CITADEL, INDUSTRIAL PC TOUCH SCREEN, 15 INCH, 24VDC, PANEL MOUNT. Part Number 113-11520	Base	1	1.00	$14,532.69	$14,532.69	
83	CITADEL, POWER SUPPLY FOR NETFORCE IPC. Part Number 113-11521	Base	1	1.00			Discontinued
84	CITADEL, NETFORCE DUAL USB ADAPTER CABLE. Part Number 113-11522	Base	1	1.00			Discontinued
85	CITADEL, NETFORCE RJ485 ETHERNET ADAPTER CABLE. Part Number 113-11523	Base	1	1.00			Discontinued
86	CITADEL, POWER SUPPLY CABLE, 24-48VDC FOR NETFORC E, 15 FT. Part Number 113-41664	Base	1	1.00			Discontinued

87	CITADEL, DUAL USB ADAPTER CABLE FOR NETFORCE. Part Number 115-11522	Base	1	1.00			Discontinued
88	CONDUCTIX, 600AMP COLLECTOR, C-BSE TEM SHRT 120 LG. Part Number XA-24061J	Base	1	1.00	$915.56	$915.56	
89	CROUSE HINDS, 60AMP , 480V, 3 POLE, 4 WIRE, MALE PLUG. Part Number CCP6034BC	Base	1	1.00	$834.43	$834.43	
90	CROUSE HINDS, RECEPTICLE HOUSING. Part Number FDI	Base	1	1.00	$61.73	$61.73	
91	DILLON, CGS CRANEGARD , NEGATIVE WEIGHT SET, S00LBS TRIGGER. Part Number CGS-3-BI	Base	1	1.00			Removed from Crane
92	ENCLSR INC./ IEC, CUSTOM ENC., NEMA 12, 7-DR, 60 X 213.5 X 18, FLANGE DISC. Part Number 144 -22269	Base	1	1.00			N/A
93	ENCLSR INC./ IEC, CUSTOM ENC., NEMA 12, 4-DR, 60 X 122 X 18, FLANGE DISC. Part Number 144-22263	Base	1	1.00			N/A
94	ENCLSR INC./ IEC, PANEL, 56 X 27.5. Part Number 9-05627	Base	1	1.00			N/A
95	ENCLSR INC./ IEC, PANEL, 56 X 56. Part Number 9-05656	Base	1	1.00			N/A
96	ERICO, FLEXIBLE TINNED COPPER BUSBAR, FLEX 3MTC 4X SOX 1. Part Number 144-21111	Base	1	1.00	$850.00	$850.00	

97	ERICO, FLEXIBLE TINNED COPPER BUSBAR, FLEX 3MTC 3X 32X 1. Part Number 144-21812	Base	1	1.00	$350.00	$350.00	
98	ERICO, FLEXIBLE TINNED COPPER BUSBAR, FLEX 3MTC 3X 40 X 1. Part Number 144-22144	Base	1	1.00	$450.00	$450.00	
99	FEDERAL SIGNAL, WARNING HORN, NEMA 4X AND NEMA 1 2, 120VAC. Part Number 144-12882	Base	1	1.00	$275.00	$275.00	
100	FERRAZ/BUSSMANN, FUSE, CLASS CC, BA, 600V. Part Number 006-4073	Base	1	1.00	$8.50	$8.50	
101	FERRAZ/BUSSMANN, FUSE, CLASS CC, 0.5 A, 600V. Part Number 006-4081	Base	ea	1.00	$10.50	$10.50	
102	FERRAZ/BUSSMANN, FUSE SEC CONTROL, MIDGET-4A 250V. Part Number 25413-00190	Base	ea	1.00			N/A
103	FERRAZ/BUSSMANN, FUSE, FUSE TRANSF PRI, CLASS CC-1.6A 600V. Part Number 25430-20160	Base	ea	1.00			N/.A
104	FERRAZ/BUSSMANN, FUSE, CLASS T-20A 600V. Part Number HC57361844	Base	ea	1.00			N/A
105	GEMCO, ROTARY LIMIT SWITCH, SPDT. Part Number AT 2006-404-L-40-A	Base	ea	1.00	$1,168.06	$1,168.06	
106	GEMCO, ROTARY LIMIT SWITCH, SPDT. Part Number AT 2006-404-L-80-A	Base	ea	1.00	$1,168.06	$1,168.06	
107	GRACE ENG. PROGRAMMING PORT, NEMA 12/4, ETHERNET PORT, 120V OUTLE. Part Number 113-10764	Base	ea	1.00	$455.00	$455.00	

108	HAMMOND 36" X 30" X 12", NEMA 4/12, GREY, Part Number EN4SD363012GY	Base	ea	1.00	$717.02	$717.02	
109	HAMMOND, 24" X 48" X 8", NEMA 4/12, GREY. Part Number EN4TD24488GY	Base	ea	1.00	$924.05	$924.05	
110	HAMMOND, 24" X 48", BACKING PANEL, WHITE. Part Number EP2448	Base	ea	1.00	$184.56	$184.56	
111	HAMMOND, 36" X 30", BACKING PANEL, WHITE. Part Number EP3630	Base	ea	1.00	$182.86	$182.86	
112	HOFFMAN, PANEL, 28.20 X 2 2.20. Part Number 007-2121	Base	ea	1.00			N/A
113	HOFFMAN PANEL, 28.20 X 28 . 20, Part Number 007-2131	Base	ea	1.00			N/A
114	HOFFMAN, PUSHBUTTON ENCLOSURE, (1) 30.SMM OPERATOR. Part Number 007-2157	Base	ea	1.00			N/A
115	HOFFMAN, ELECTRIC HEATER WITH THERMOSTAT, 100W, 110VAC. Part Number 007-9930	Base	ea	1.00	$330.29	$330.29	
116	HOFFMAN, ELECTRIC HEATER WITH THERMOSTAT, 400W, 110VAC. Part Number 007-9934	Base	ea	1.00	$453.31	$453.31	
117	HOFFMAN, ELECTRIC HEATER WITH THERMOSTAT, 800W, 115VAC. Part Number 007-9938	Base	ea	1.00	$528.61	$528.61	
118	HOFFMAN, SWITCH, DOOR-ACTIVATED. Part Number 009-9358	Base	ea	1.00	$45.26	$45.26	
119	HOFFMAN, SWITCH, DOOR-ACTIVATED. Part Number 009-9558	Base	ea	1.00	$45.26	$45.26	

120	HOFFMAN, ENC LOSU RE, NEMA 4/ 1 2, SINCLE-DOOR, 30 X 30 X 8. Part Number 144-19577	Base	ea	1.00			N/A
121	HOFFMAN, ENCLOSURE, NEMA 4/12, 6x6x4, CONTINUOUS HINGE. Part Number 144-21843	Base	ea	1.00			N/A
122	HOFFMAN, ENCLOSURE, NEMA 4/ 1 2, SINGLE-DOOR, 30 X 24 X 12. Part Number 144-22427	Base	ea	1.00			N/A
123	HUBBEL, 20AMP, 125V, HOSPITAL GRADE, GFCI. Part Number GFRST83W	Base	ea	1.00	$96.22	$96.22	
124	HUBBEL, 30AMP, 480V, 3 POLE, 4 WIRE, RECEPTICLE, HINGED LID. Part Number HBL430RS2W	Base	ea	1.00	$446.11	$446.11	
125	HUBBEL, RECEPTICLE HOUSING, METALLIC 30 DEGREE, ANGLE. Part Number MB302W	Base	ea	1.00	$90.27	$90.27	
126	ILSCO, GROUND LUG, TWO-CONDUCTOR. Part Number 144-16392	Base	ea	1.00	$430.46	$430.46	
127	ILSCO, GROUND LUG, TWO-CONDUCTOR. Part Number 44-16392	Base	ea	1.00	$430.46	$430.46	
128	JR MERRITT, OPERATOR ARMCHAIR. Part Number 144-22587	Base	ea	1.00	$68,022.50	$68,022.50	
129	LITTELFUSE, SURGE SUPPRESSOR, MOV. Part Number 009-9126	Base	ea	1.00	$5.91	$5.91	

130	MACROMATIC, PHASE MONITOR RELAY, 90-500V, DPDT, MAN . & AUTO RESET. Part Number 144-19027	Base	ea	1.00	$274.66	$274.66	
131	MAGNETEK , MAIN HOIST BRAKE. Part Number 102629	Base	ea	1.00	$12,512.34	$12,512.34	
132	MAGNETEK , BRIDGE CONTROL ENCLOSURE. Part Number 11 4-11263	Base	ea	1.00			N/A
133	MAGNETEK , HOIST/TROLLEY CONTROL ENCLOSURE. Part Number 114-11264	Base	ea	1.00			N/A
134	MAGNETEK , PULPIT FLEX-M TRANSCEIVER PANEL. Part Number 114-11265	Base	ea	1.00			N/A
135	MAGNETEK , CAB CHAIR. Part Number 114-11266	Base	ea	1.00			N/A
136	MAGNETEK , 480VAC PANELBOARD. Part Number 114-11270	Base	ea	1.00			N/A
137	MAGNETEK , 240/120VAC PANELBOARD, Part Number 114-11271	Base	ea	1.00			N/A
138	MAGNETEK , DECK LEVEL E-STOP ENCLOSURE. Part Number 114-11274	Base	ea	1.00	$450.00	$450.00	
139	MAGNETEK , BRIDGE WIRELESS BOLT ENCLOSURE. Part Number 114-11275	Base	ea	1.00	$1,580.00	$1,580.00	
140	MAGNETEK , PULPIT WIRELESS BOLT ENCLOSURE. Part Number 114-11276	Base	ea	1.00	$1,580.00	$1,580.00	
141	MAGNETEK , REMOTE 1/0 ENCLOSURE. Part Number 114-11372	Base	ea	1.00			N/A

142	MAGNETEK , IMPULSE G+ & VG+ 54 460V AND 575 CONTROL PWR SUPPLY. Part Number 144 -23965	Base	ea	1.00	$650.00	$650.00	
143	MAGNETEK , DRIVE SUPPORT BRACKET. Part Number 144-17970	Base	ea	1.00			N/A
144	MAGNETEK , ADJUSTABLE FREQUENCY DRIVE, 24A, 460VAC. Part Number 144-23093	Base	ea	1.00	$4,704.47	$4,704.47	
145	MAGNETEK , ADJUSTABLE FREQUENCY DRIVE, 60A , 460VAC. Part Number 144-23097	Base	ea	1.00	$9,975.18	$9,975.18	
146	MAGNETEK , ADJUSTABLE FREQUENCY DRIVE, 60A, 460VAC. Part Number 144-23161	Base	ea	1.00	$10,278.27	$10,278.27	
147	MAGNETEK , ADJUSTABLE FREQUENCY DRIVE, 260A, 460VAC. Part Number 144-23168	Base	ea	1.00	$28,968.63	$28,968.63	
148	MAGNETEK , IMPULSE G+, VG+ SERIES 4 ETHERNET IP OPTION CARD. Part Number 144-23959	Base	ea	1.00	$692.66	$692.66	
149	MAGNETEK , IMPULSE G+ & VG+ 54 460V AND 575 CONTROL PWR SUPPLY. Part Number 144-23963	Base	ea	1.00	$629.30	$629.30	
150	MAGNETEK , MOUNTING KIT FOR G+/VG+ SERIES 4 KEYPAD. Part Number 144-23969	Base	ea	1.00	$307.00	$307.00	
151	MAGNETEK , DYNAMIC BRAKING UNIT, 90kW, 460V. Part Number 146 -10137	Base	ea	1.00	$1,473.12	$1,473.12	

152	MAGNETEK , DYNAMIC BRAKING UNIT, 220kW, 460V. Part Number 146-10141	Base	ea	1.00	$1,973.46	$1,973.46	
153	MAGNETEK , LASERGUARD 2 SYSTEM. Part Number 147 -20014	Base	ea	1.00	$1,443.98	$1,443.98	
154	MAGNETEK , TRANSCEIVER RADIO SYSTEM. Part Number 175 -13538	Base	ea	1.00	$28,000.00	$28,000.00	
155	MAGNETEK , FLEX-M RADIO TRANSCEIVER. Part Number 175 -13538-1000	Base	ea	1.00			N/A
156	MAGNETEK , XLTX RADIO SYSTEM. Part Number 175-13535	Base	ea	1.00			N/A
157	MAGNETEK , FLEX-M RADIO RECEIVER. Part Number 175-13535 -2000	Base	ea	1.00			N/A
158	MAGNETEK , CUSTOM SOFTWARE. Part Number 175-13535 -2000SW	Base	ea	1.00			N/A-Software not provided without unit
159	MAGNETEK , XLTX TRANSMITTER. Part Number 175-13535-1000	Base	ea	1.00	$6,094.40	$6,094.40	
160	MAGNETEK , FLEX-M RECEIVER. Part Number 175-13535-2000	Base	ea	1.00			N/A
161	MAGNETEK , CUSTOM SOFTWARE. Part Number 175-13535-IOOOSW	Base	ea	1.00			N/A-Software not provided without unit
162	MAGNETEK , PULPIT FLEX-M TRANSCEIVER. Part Number 175-13538-1000	Base	ea	1.00			N/A

163	MAGNETEK , CRANE FLEX-M TRANSCEIVER. Part Number 175-13538-2000	Base	ea	1.00			N/A
164	MAGNETEK , CUSTOM SOFTWCARE, Part Number 175-13538-2000SW	Base	ea	1.00			N/A-Software not provided without unit
165	MAGNETEK , CUSTOM SOFTWARE. Part Number 175-13538-I OOOSW	Base	ea	1.00			N/A-Software not provided without unit
166	MAGNETEK , FLEX-M RADIO TRANSCEIVER. Part Number 175-3538-2000	Base	ea	1.00			N/A
167	MAGNETEK , SHOULDER BELT. Part Number 178-00541	Base	ea	1.00	$40.48	$40.48	
168	MAGNETEK , ANTENNA KIT, 2.4GHz, 20FT+ IOFT CABLE, ANTENNA, BRACKET. Part Number 178-01377-2431	Base	ea	1.00	$574.00	$574.00	
169	MAGNETEK , XLTX TOP HOUSING, STANDARD. Part Number 178-01591-0010	Base	ea	1.00			N/A-Not Sold
170	MAGNETEK , XLTX BOTTOM HOUSING, 2.4GHz, HIGH PO WER, FHSS, BLUE. Part Number 198-80205-1003 (Replaces Part Number 178-01591-1700)	Base	ea	1.00			N/A-Not Sold
171	MAGNETEK , XLTX HANDLE. Part Number 178-01591-2000	Base	ea	1.00	$95.00	$95.00	

172	MAGNETEK , CPU/RF BOARD, 2.4SHz, HIGH POWER , FHSS, PT15. Part Number 178-01592-1301	Base	ea	1.00	$1,500.00	$1,500.00	
173	MAGNETEK , PADDLE SW, STEPLESS, SPRNG-RET-CEN, PROG PER SCHEMATIC. Part Number 178-01595-1120	Base	ea	1.00	$250.00	$250.00	
174	MAGNETEK , BATTERY PACK, 3.6V, NiMH. Part Number 178-01597-0128	Base	ea	1.00	$110.08	$110.08	
175	MAGNETEK , BATTERY PACK, 4.SV, ALKALINE, Part Number 178-01597-0129	Base	ea	1.00	$110.08	$110.08	
176	MAGNETEK , EMERGENCY STOP, 2-POS, MA-M A, 4-PIN-WIRED. Part Number 178-01599-0010	Base	ea	1.00	$400.00	$400.00	
177	MAGNETEK , PUSHBUTTON, 1-POLE, YELL OW, 3-PIN-WIRED. Part Number 178-01599-1010	Base	ea	1.00	$85.00	$85.00	
178	MAGNETEK , KEYSWITCH, 2-POS, MA-MA, IP66, 3-PIN-WIRED. Part Number 178-01601-2000	Base	ea	1.00	$350.00	$350.00	
179	MAGNETEK , ROTARY SWITCH, 3-POS, 8-PIN-WIRED. Part Number 178-01603 -2031	Base	ea	1.00	$230.00	$230.00	
180	MAGNETEK , XLTX INTERFACE BOARD. Part Number 178-01604-0101	Base	ea	1.00	$685.00	$685.00	

181	MAGNETEK , XLTX DISPLAY. Part Number 178-01607-0010	Base	ea	1.00	$850.00	$850.00	
182	MAGNETEK , BATTERY KIT: CHARGER, 100-240VAC PS, 2 NiMH BATT. Part Number 178-01712-0010	Base	ea	1.00	$662.27	$662.27	
183	MAGNETEK , ENGRAVED RECEIVER NAMEPLATE. Part Number 178-01774-0010	Base	ea	1.00	$325.00	$325.00	
184	MAGNETEK , FLEX-M CPU/RF MODULE , 2.4GHz HIPWR, PT15 , GEN2 W/SW. Part Number 178-01785-024H	Base	ea	1.00	$725.50	$725.50	
185	MAGNETEK , FLEX-M RELAY M ODULE, 8 CONTACT. Part Number 19 8-80104-RLYOI	Base	ea	1.00	$1,114.05	$1,114.05	
186	MAGNETEK , FLEX-M DIGITAL INPUT MODULE, 8 INPUTS, 4-240VAC/DC. Part Number 198-80104-DNPTI	Base	ea	1.00	$1,114.05	$1,114.05	
187	MAGNETEK , FLEX-M POWER SUPPLY MOD ULE, 6-36VDC, GEN2. Part Number 198-80104-PSDCO	Base	ea	1.00	$735.49	$735.49	
188	MAGNETEK , FLEX-M RELAY MODULE, 8 CONTACT. Part Number 198-80104-RLYOI	Base	ea	1.00	$1,114.05	$1,114.05	
189	MAGNETEK , START TOGGLE SWITCH, 3-POS, M A-OFF-MO , 5-PIN-WIRED. Part Number 198-80500-0006	Base	ea	1.00	$357.50	$357.50	

190	MAGNETEK , TOGGLE SWITCH, 2-POS, MA -M A, 3-PIN-WIRED. Part Number 198-80500-0070	Base	ea	1.00	$201.50	$201.50	
191	MAGNETEK , FLEX-M LABELS. Part Number 20-500-0037E	Base	ea	1.00	$325.00	$325.00	
192	MAGNETEK , TROLLEY BRAKING RESISTOR. Part Number 4021EI	Base	ea	1.00	$855.17	$855.17	
193	MAGNETEK , AUX HOIST BREAKING RESISTOR. Part Number 4052FH	Base	ea	1.00	$3,146.62	$3,146.62	
194	MAGNETEK , BRIDGE & GRIPPER BRAKING RESISTOR. Part Number 4052V	Base	ea	1.00	$1,396.80	$1,396.80	
195	MAGNETEK , MAIN HOIST BREAKING RESISTOR. Part Number 4240FH	Base	ea	1.00	$12,425.30	$12,425.30	
196	MARATHON, 13ABW X 5 .75 , FINISHED BORE AND KEYWAY WHEEL. Part Number 123902	Base	ea	1.00	$3,252.24	$3,252.24	
197	MARATHON, 13ABW X 5.75 -SZ2 . 5, FINISHED BORE KEYWAY WHEEL. Part Number 361280	Base	ea	1.00	$3,939.10	$3,939.10	
198	MARATHON, MAIN HOIST M OTOR, 175HP BLUEMAX. Part Number 143-13183	Base	ea	1.00	$52,000.00	$52,000.00	
199	MARATHON SPCL, POWER STUD BLOCK, 3-POLE, 200A , 600 V. Part Number 144 -15684	Base	ea	1.00	$724.46	$724.46	
200	MARATHON SPCL, PDB, 1500A , I SOOVAC/ DC, I P, 3/ 8 " STUDS, 2LN/2 LD, COVER. Part Number 144 -19244	Base	ea	1.00	$609.34	$609.34	

201	MARATHON SPCL, PDB, 430A, ISOOVAC/ DC, IP, (1) M10x35mm LINE & LOAD. Part Number 144 -22436	Base	ea	1.00	$245.83	$245.83	
202	MARATHON SPCL, POWER STUD BLOCK, 310A, 3-POLE, 600V. Part Number 144-22457	Base	ea	1.00	$609.34	$609.34	
203	MARATHON SPCL, POWER STUD BLOCK, 3-POLE, 200A , 600V. Part Number 144-13684	Base	ea	1.00	$724.46	$724.46	
204	MARATHON SPCL, POWER DISTRIBUTION BLOCK, 950A , 3-POLE, 600V. Part Number 144-17890	Base	ea	1.00	$1,979.54	$1,979.54	
205	MARATHON SPCL, POWER BLOCK COVER. Part Number 144-18311	Base	ea	1.00	$54.00	$54.00	
206	MARATHON SPCL, PDB, 1500A , I SOOVAC/ DC, I P, 3/8" STUDS, 2LN/2 LD, COVER. Part Number 144-19244	Base	ea	1.00	$609.34	$609.34	
207	MARATHON SPCL, POWER STUD BLOCK, 600VAC/VDC, 3-POLE, 410A WITH COVER. Part Number 144-19592	Base	ea	1.00	$571.17	$571.17	
208	MARATHON SPCL, POWER STUD BLOCK, 3P, 760A , 600V. Part Number 144-20635	Base	ea	1.00	$832.60	$832.60	
209	MARATHON SPCL, PDB, 430A, ISOOVAC/ DC, IP, (1) M 10 x35mm LINE & LOAD. Part Number 144-22436	Base	ea	1.00	$245.83	$245.83	

210	MARATHON SPCL, POWER STUD BLOCK, 310A, 3-POLE, 600V. Part Number 144-22457	Base	ea	1.00	$609.34	$609.34
211	MARATHON SPCL, POWER STUD BLOCK, 3-POLE, 200A, 600V. Part Number 144-43684	Base	ea	1.00	$724.46	$724.46
212	MARATHON SPCL, POWER STUD BLOCK, 3 - POLE, 230A , 600V. Part Number 900 -9132	Base	ea	1.00	$724.46	$724.46
213	MARATHON SPCL, POWER BLOCK COVER, 3 POLE. Part Number HH834500-LU02	Base	ea	1.00	$48.63	$48.63
214	MEANWELL, POWER SUPP LY, 24VDC , 10 .0A. Part Number 144 -15681	Base	ea	1.00	$414.28	$414.28
215	MEANWELL, POWER SUPPLY, 24VDC, 4.0A. Part Number 144-15675	Base	ea	1.00	$166.84	$166.84
216	MTE, REACTOR, 3 PHASE, 55 / 82.SA. Part Number 006 -3218	Base	ea	1.00	$559.00	$559.00
217	MTE, REA CTOR, 3 PHASE, 250/375A. Part Number 006 -3230	Base	ea	1.00	$2,145.00	$2,145.00
218	MTE, REA CTOR, 3 PHASE, 25/37.5A. Part Number 006-3210	Base	ea	1.00	$487.50	$487.50
219	MTE, REA CTOR, 3 PHASE, 45/67.5A. Part Number 006-3216	Base	ea	1.00	$520.00	$520.00
220	MTE, REA CTOR, 3 PHASE, 250/375A. Part Number 006-3230	Base	ea	1.00	$2,145.00	$2,145.00
221	N-TRON, ETHERNET SWITCH, UNMANAGED, 16 PORT. Part Number 115-11171	Base	ea	1.00	$1,625.00	$1,625.00

222	PANDUIT, WIREWAY SET, 4" X 4" X 6' , WHITE, CHANNEL & COVER, Part Number 144-10829	Base	ea	1.00	$127.14	$127.14	
223	PANDUIT, WIREWAY SET, 3" X 2" X 6' , WHITE, CHANNEL & COVER. Part Number 144-13543	Base	ea	1.00	$127.14	$127.14	
224	PANDUIT, WIREWAY SET, 2" X 4" X 6' , WHITE, CHANNEL & COVER. Part Number 908-9146	Base	ea	1.00	$127.14	$127.14	
225	PANDUIT, WIREWAY SET, 3" X 4" X 6', WHITE, CHANNEL & COVER. Part Number 908-9154	Base	ea	1.00	$127.14	$127.14	
226	PFANNENBERG, AIR CONDITIONER , 10000 BTU, STANDARD TEMP 131F (Note HIGH TEMP 140F have been discontinued part number remains unchanged)), 230V. Part Number 144 -15476	Base	ea	1.00	$8,255.00	$8,255.00	
227	POWEROHM RESISTORS, DB RESISTOR, 78 OHM , 600W, Part Number GCE4	Base	ea	1.00	$850.00	$850.00	
228	RICE LAKE CABLE ASSY, LOAD SENSOR, 90 DEGREE, 20FT, Part Number 193708	Base	ea	1.00	$523.85	$523.85	
229	RICE LAKE, 9K LOAD CELL, 2.25" X 4.5", 17-4 STAINLESS STEEL, MAIN HOIST. Part Number 2809326.1	Base	ea	1.00	$5,907.46	$5,907.46	

230	RICE LAKE, GK LOAD CELL, 2.25" X 3.5", 17-4 STAINLESS STEEL, AUX. HOIST. Part Number 2809326.2	Base	ea	1.00	$5,907.46	$5,907.46	
231	RICE LAKE, ENCLOSURE W/DUAL SCT-2200 & POWER SUPPLIES. Part Number 2809326.6	Base	ea	1.00	$2,376.92	$2,376.92	
232	ROCKWELL, FACTRORY TALK VIEW RUNTIME, Part Number 113-10627	Base	ea	1.00			N/A
233	SIXNET, ETHERNET SWITCH, UNMANAGED, 5 PORT. Part Number 113-10950	Base	ea	1.00	$502.00	$502.00	
234	SIXNET, POWER OVER ETHERNET INJECTOR, 1 PoE PORT, 24VDC IN. Part Number 113-11077	Base	ea	1.00	$317.64	$317.64	
235	SIXNET, POWER OVER ETHERNET INJECTOR, 1 PoE PORT, 24VDC IN . Part Number 115 -11077	Base	ea	1.00	$317.64	$317.64	
236	SIXNET, ETHERNET SWITCH , UNMANAGED, 8-PORT. Part Number 115-11059	Base	ea	1.00	$620.23	$620.23	
237	SQUARE D, CIRCUIT BREAKER, 3-POLE, SODA, G00VAC. Part Number 144 -15267	Base	ea	1.00	$1,032.30	$1,032.30	
238	SQUARE D, CIRCUIT BREAKER, 1 POLE, 0 . SA, 277VAC, Part Number 144 -21938-1000	Base	ea	1.00	$90.52	$90.52	
239	SQUARE D, CIRCUIT BREAKER , 1 POLE, 2A, 277VAC. Part Number 144 -21938-1002	Base	ea	1.00	$90.52	$90.52	

240	SQUARE D, CIRCUIT BREAKER , 1 POLE, 10A , 277VAC. Part Number 144 -21938-1010	Base	ea	1.00	$90.52	$90.52	
241	SQUARE D, CIRCUIT BREAKER, 3-POLE, 1 5A, 600VAC. Part Number 144 -21939-G3O15	Base	ea	1.00	$822.12	$822.12	
242	SQUARE D, CIRCUIT BREAKER, 3-POLE, 50A, 600VAC. Part Number 144 -21939-G3O50	Base	ea	1.00	$822.12	$822.12	
243	SQUARE D, CIRCUIT BREAKER JUMPER END COVER. Part Number 144 -21958-EC	Base	ea	1.00	$36.58	$36.58	
244	SQUARE D, 8-FRAME CIRCUIT BREAKER PADLOCK ATTACHMENT, OFF-ONLY. Part Number 144 -22104	Base	ea	1.00	$102.30	$102.30	
245	SQUARE D, UTILITY TRANSFORMER , 10 KVA. Part Number 144-11259	Base	ea	1.00	$3,848.34	$3,848.34	
246	SQUARE D, CIRCUIT BREAKER , 3-POLE, 700A , G00VAC. Part Number 144-15269	Base	ea	1.00	$5,253.88	$5,253.88	
247	SQUARE D, CIRCUIT BREAKER AU X CONTACT, GA, G00VAC. Part Number 144-15588	Base	ea	1.00	$695.00	$695.00	
248	SQUARE D, PADLOCK ATTACHMENT. Part Number 144-15670	Base	ea	1.00	$145.08	$145.08	
249	SQUARE D, CIRCUIT BREAKER , 3-POLE, 350A, G00VAC. Part Number 144-19962	Base	ea	1.00	$3,999.62	$3,999.62	

250	SQUARE D, TERMNAL BUS CONNECTOR KIT, M-FRAME & P-FRAME, SET OF 1. Part Number 144-20341	Base	ea	1.00	$32.86	$32.86	
251	SQUARE D, PHASE BARRIER, M-FRAME & P-FRAME, SET OF 3, Part Number 144-20342	Base	ea	1.00	$53.94	$53.94	
252	SQUARE D, CABLE MECHANISM FORM & P FRAME CIRCUIT BREAKERS, 50". Part Number 144-20348	Base	ea	1.00	$1,178.62	$1,178.62	
253	SQUARE D, CIRCUIT BREAKER FLANGE HANDLE, 6", NEMA 1/3/3R/4/12. Part Number 144-20349	Base	ea	1.00	$270.32	$270.32	
254	SQUARE D, CIRCUIT BREAKER , 1 POLE, 2A, 277VAC. Part Number 144-21938-1002	Base	ea	1.00	$90.52	$90.52	
255	SQUARE D, CIRCUIT BREAKER, 1 POLE, 3A, 277VAC. Part Number 144-21938-1003	Base	ea	1.00	$90.52	$90.52	
256	SQUARE D, CIRCUIT BREAKER, 1 POLE, 5A, 277VAC. Part Number 144-21938-1005	Base	ea	1.00	$90.52	$90.52	
257	SQUARE D, CIRCUIT BREAKER, 1 POLE, I0A, 277VAC. Part Number 144-21938-1010	Base	ea	1.00	$90.52	$90.52	
258	SQUARE D, CIRCUIT BREAKER, 1 POLE, 20A, 277VAC. Part Number 144-21938-1020	Base	ea	1.00	$90.52	$90.52	

259	SQUARE D, CIRCUIT BREAKER, 1 POLE, 35A, 277VAC. Part Number 144-21938-1035	Base	ea	1.00	$90.52	$90.52	
260	SQUARE D, CIRCUIT BREAKER, 2 POLE, 15A, 240VAC. Part Number 144-21938-2015	Base	ea	1.00	$177.94	$177.94	
261	SQUARE D, CIRCUIT BREAKER JUMPER, 1 POLE, BOA, 480Y/277VAC, 57 CB. Part Number 144-21938-EC	Base	ea	1.00	$600.16	$600.16	
262	SQUARE D, CIRCUIT BREAKER JUMPER, 1 POLE, BOA, 480Y/277VAC, 57 CB. Part Number 144-21938-IJ	Base	ea	1.00	$600.16	$600.16	
263	SQUARE D, CIRCUIT BREAKER , 3-POLE, 100A , 600VAC. Part Number 144-21939-63100	Base	ea	1.00	$1,036.20	$1,036.20	
264	SQUARE D, CIRCUIT BREAKER, 3-POLE, 100A, 600VAC. Part Number 144-21939-65100	Base	ea	1.00	$1,036.20	$1,036.20	
265	SQUARE D, CIRCUIT BREAKER, 2-POLE, 15A, 600VAC. Part Number 144-21939-G2015	Base	ea	1.00	$800.00	$800.00	
266	SQUARE D, CIRCUIT BREAKER, 3-POLE, 30A, 600VAC. Part Number 144-21939-G3030	Base	ea	1.00	$979.00	$979.00	
267	SQUARE D, CIRCUIT BREAKER, 3-POLE, 100A, 600VAC. Part Number 144-21939-G3100	Base	ea	1.00	$1,036.20	$1,036.20	
268	SQUARE D, CIRCUIT BREAKER JUMPER, 1 POLE, BOA, 480 Y/ 277VAC, 57 CB. Part Number 144-21958-IJ	Base	ea	1.00	$600.16	$600.16	

269	SQUARE D, 8-FRAME CIRCUIT BREAKER LUG WITH CONTROL TAP, 3P. Part Number 144-22103	Base	ea	1.00	$101.30	$101.30
270	SQUARE D, 8-FRAME CIRCUIT BREAKER PADLOCK ATTACHMENT, OFF-ONLY Part Number 144-22104	Base	ea	1.00	$102.30	$102.30
271	SQUARE D, 480VAC PANELBOARD, NEMA 12 Part Number 144-22382	Base	ea	1.00	$2,593.00	$2,593.00
272	SQUARE D, 240/120VAC PANELBOARD, NEMA 12, Part Number 144-22383	Base	ea	1.00	$1,596.00	$1,596.00
273	SQUARE D, CIRCUIT BREAKER , 1 POLE, 2A, 277VAC Part Number 144-24958-1002	Base	ea	1.00	$90.52	$90.52
274	SQUARE D, CIRCUIT BREAKER JUMPER END COVER. Part Number 144-24958-EC	Base	ea	1.00	$36.58	$36.58
275	SQUARE D, TRANSFORMER, 3000VA, 230/460V-115V. Part Number 907-9213	Base	ea	1.00	$1,137.70	$1,137.70
276	TRANSTECTOR, TRANSIENT VOLTAGE SURGE SUPPRESSOR, 480VAC DELTA. Part Number 144-22173	Base	ea	1.00	$634.88	$634.88
277	VAHLE, LKG-A, 17 551, APOS READING HEAD. Part Number 2823681	Base	ea	1.00	$2,089.54	$2,089.54
278	VPI, CAT6 SHIELDED CABLE, 2 FT. Part Number 113-11188	Base	ea	1.00	$24.88	$24.88
279	VPI, CAT6 SHIELDED CABLE, 5 FT. Part Number 113-11190	Base	ea	1.00	$34.88	$34.88

280	VPI, CAT6 SHIELDED CABLE, 10 FT. Part Number 113-11192	Base	ea	1.00	$44.88	$44.88	
281	VPI, CAT6 SHIELDED CABLE, 14 FT. Part Number 113-11193	Base	ea	1.00	$54.88	$54.88	
282	VPI, CAT6 SHIELDED CABLE, 25 FT. Part Number 113-11194	Base	ea	1.00	$64.88	$64.88	
283	VPI, CAT6 SHIELDED CABLE, 3 FT, Part Number 115-11189	Base	ea	1.00	$34.88	$34.88	
284	VPI, CAT6 SHIELDED CABLE, 5 FT. Part Number 115-11190	Base	ea	1.00	$34.88	$34.88	
285	VPI, CAT6 SHIELDED CABLE, 5 FT. Part Number 13-11190	Base	ea	1.00	$34.88	$34.88	
286	VPI, CAT6 SHIELDED CABLE, 25 FT. Part Number 13-11194	Base	ea	1.00	$64.88	$64.88	
Total Base Bid	$433,250.92						

WEMCO
WASHINGTON EQUIPMENT MANUFACTURING COMPANY
WE MANUFACTURE PRODUCTIVITY
SPOKANE, WASHINGTON

www.wemcoinc.com | (509) 244-4773 | Fax (509) 244-1962

8/12/2024

Purchasing Department

City of Spokane WTE Facility
2900 S Geiger Blvd.
Spokane, WA 99224

To whom it may concern,

WEMCO is uniquely qualified to supply the City with the replacement parts requested on ITB 6197-24 as we are the original OEM for the two cranes these spare parts are for. WEMCO only sources our parts from the original manufacturers so quality, fit, finish, OEM compatibility, and warranty are all maintained.

Thank you,

Matthew J Humphrey

Matt Humphrey
Part Sales & Service Coordinator
WEMCO, Inc.

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OEM Parts Providers:
Magnetek, N49 W13650 Campbell Drive, Menomonee Falls, WI 53051
ABB, 18425 72nd Ave. S., Kent, WA 98032
Allen-Bradley, 15735 SE 30th Place, Seattle, WA 98007
Ametek-Gemco, 1080 North Crooks, Clawson, WI 48017
Power Ohm Resistors, 5713 13th Street, Katy, TX 77493
Vahle, Inc., 407 Cane Island Pkwy, Katy, TX 77494
Video Products Inc. (VPI), 1275 Danner Dr., Aurora, OH, 44202
Transtector, 10701 Airport Road, Hayden, ID 83835
SixNet (Red Lion), 20 Willow Springs Circle, York, OA 17406
Rice Lake Weighing Systems, 230 West Coleman Street, Rice Lake, WI 54868
MTE Corportation, N83 W1330 Leon Road, Menomonee Falls, WI 53051
N-Tron (Red Lion), 20 Willow Springs Circle, York, OA 17406
Pfannenber Sales America, LLC., 68 Ward Road, Lancaster, NY 14086
Mean Well USA, 44030 Fremont BLVD, Fremont, CA 94538
Marathon Special Products, 427 Van Camp Road, Bowling Green, OH 43402
Marathon Motors, 100 East Randolph Street, Wausau, WI 54401
JR Merritt Controls, 55 Sperry Ave., Stratford, CT 06615
ILSCO, 4730 Madison Road, Cincinnati, OH 45227
Macromatic, W134N5345 Campbell Drive, Menomonee Falls, WI 53051
Hammond Mfg., 394 Edinburgh Road North, Guelph, Ontario, N1H 1E5, Canada
Hoffman nVent, 2100 Hoffman Way, Anoka, MN 55303
Hubbell Inc., 40 Waterview Drive, Shelton, CT 06484,
Erico, 34600 Solon Road, Solon, OH 44139
Eaton's Crouse-Hinds Division, 1201 Wolf Street, Syracuse, NY 13208
Anybus (HMS Industrial Networks), 35 East Wacker Drive, Suite 1700, Chicago, IL 60601
Assman, 1840 West Drake Drive, Suite 101, Tempe, AZ 85283

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Conduxtix Wampfler, 10102 F Street, Omaha, NE 68217
Federal Signal, 1415 22nd Street, Oak Brook, IL 60523

Suppliers:
Magnetek, N49 W13650 Campbell Drive, Menomonee Falls, WI 53051
CES (Columbia Electric Supply), 5818 East Broadway Ave., Spokane, WA 99212
North Coast Electric, 4126 East Main, Spokane, WA 99202
Stoneway Electric Supply Company, 2701 East Ferry Ave., Spokane, WA 99202

Thank you,

Matthew J Humphrey

Matt Humphrey
Part Sales & Service Coordinator
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NEW EQUIPMENT PRODUCT WARRANTY

Washington Equipment Manufacturing Company Incorporated ("WEMCO Inc.") warrants to the original purchaser ("Purchaser"), **City of Spokane – Solid Waste** of new equipment products manufactured by WEMCO Inc, that Electrical Spare Parts on ITB 6197-24 will be free from defects in material and workmanship under normal intended use and service. The applicable warranty period for new equipment is: **1 year** from date of initial installation or commissioning. Purchaser may be entitled to the OEM's pass-through warranty (subject to any registration requirements) for any commercial components installed on the equipment.

No claims under this warranty shall be valid unless the Purchaser notifies WEMCO Inc., in writing, of the defect within thirty (30) days after such defect is first discovered, but in no event, after the expiration of the applicable warranty period. WEMCO Inc.'s sole obligation to the Purchaser is limited to the repair or replacement of any products or parts which WEMCO Inc., in its sole discretion, determines to be defective in materials or workmanship, at WEMCO Inc.'s option (replacement parts may be new or factory approved reconditioned parts, at WEMCO Inc.'s discretion). WEMCO Inc. may require the return of products or parts, freight charges prepaid by the Purchaser, to a facility designated by WEMCO Inc. for inspection and analysis. Reasonable surface freight charges and reasonable labor expenses incurred for approved warranty repairs during the applicable warranty period for the equipment will be reimbursed by WEMCO Inc.; however, transportation and labor charges covering any product or part returned which proves not to be defective shall be at Purchaser's expense. All defective parts removed from the equipment will become WEMCO Inc.'s property.

Warranty work must be performed by WEMCO Inc. or its designee.

WEMCO Inc.'s liability with respect to the equipment sold to Purchaser shall be limited to the warranty provided herein and in no event shall WEMCO Inc.'s maximum liability exceed the cost of furnishing a replacement for a defective product or part. WEMCO INC. SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR UNDER OTHER THEORIES OF LAW OR EQUITY, WITH RESPECT TO GOODS SOLD BY WEMCO INC., OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. Without limiting the generality of the foregoing, WEMCO Inc. specifically disclaims any liability for property damages, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, cost of substitute goods or services, or for any other types of economic loss, or for claims of Purchaser's customers or any third party for any such damages, costs or losses. WEMCO INC. SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL, INDIRECT AND CONTINGENT DAMAGES WHATSOEVER.

This warranty shall not apply to ordinary wear and tear; negligence; acts of God; vandalism; abuse; misuse; neglect; accident or causes beyond the reasonable control of WEMCO Inc., including without limitation fires, freezing, floods and other natural disasters; overloading; unauthorized altered, modified or changed
products or parts; products or parts which have not been properly installed, stored, operated or maintained or which have been improperly adjusted; normal wear and tear or the Purchaser's neglect, negligence or willful damage; any products or parts not provided by WEMCO Inc.; any products or parts which have been repaired outside of WEMCO Inc.'s repair facility unless authorized in writing by WEMCO Inc.; or damages caused by failure to follow the maintenance procedures outlined in the applicable owner's manual or in technical bulletins issued by WEMCO Inc.
Transferability: This warranty is personal to the Purchaser and may only be transferred or assigned with the prior written consent of WEMCO Inc. with a written distribution agreements then in effect.

THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES,EXPRESSORIMPLIED; ANDWEMCO INC.EXPRESSLYDISCLAIMSANDEXCLUDESANY IMPLIEDWARRANTYOFMERCHANTABILITYORFITNESSFORANYPARTICULAR PURPOSE,ANDANY WARRANTIESARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/16/2024

Committee Agenda type: Consent

Council Meeting Date: 09/30/2024

Date Rec'd	9/3/2024
Clerk's File #	OPR 2024-0824
Cross Ref #	OPR 2024-0242
Project #	

Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	RFQ 6055-24
Contact Name/Phone	DAVID PAINE 625-6878	**Requisition #**	RE 20572
Contact E-Mail	DPAINE@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Agenda Item Name	4490 PURCHASE OF GAS BURNER BOILER PARTS		

Agenda Wording

Purchase of gas burner boiler parts from The Babcock and Wilcox Company (Napa, CA) for use at the Waste to Energy Facility. The total cost for the purchase is $92,979.00 plus tax.

Summary (Background)

The Waste to Energy Facility operates two boilers that burn municipal solid waste.The gas burners are original equipment that were installed in the early 1990's and are now in need of replacement. On January 26, 2024, bidding closed for the needed Gas Burner Boiler assemblies and The Babcock & Wilcox Company was the only respondent. An initial order was approved and placed in April of 2024, however, an additional assembly is now required and pricing from the original RFQ is being utilized.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	**$** $92,979.00
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

This is a capital repair and maintenance supply expense that was planned for in the Solid Waste Disposal budget.

Amount		**Budget Account**
Expense	**$** 92,979.00	**#** 4490-44900-37145-54803
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
	$	**#**
	$	**#**

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	AVERYT, CHRIS	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	JONES, GARRETT		

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

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 16, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org, 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Purchase of gas burner boiler parts for the Waste to Energy Facility
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The Waste to Energy Facility operates two boilers that burn municipal solid waste. Each of the two Boilers have two gas burners, sometimes referred to gas guns, that are used to start up a boiler from a down time event and occasionally to combat emissions. The gas burners are original equipment that was installed in the early 1990's. Over the course of the last several years their functionality has drastically decreased, resulting in unplanned downtime, and troubleshooting almost every time we attempt to put them in service. The replacement of these gas burners will increase the efficiency of the system, use less natural gas to operate and minimize the need for troubleshooting during start-ups. On January 26, 2024, bidding closed for the needed Gas Burner Boiler assemblies and The Babcock & Wilcox Company (Napa,CA) was the only respondent. An initial order was approved and placed in April of 2024, however, an additional assembly is now required. The total cost for the purchase of the additional assembly is $92,979.00 plus tax.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: $92,979.00 plus tax

Current year cost:

Subsequent year(s) cost:

Narrative: This is a long term maintenance expense that was planned for and budgeted in the 2024 Solid Waste Disposal budget.

Funding Source ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Program revenue

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

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

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

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

- What impacts would the proposal have on historically excluded communities?
  Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

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

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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

  Not applicable

Quotation

No

Replacement Parts

Customer Copy

oemparts babcock com The Babcock & Wilcox Company Attn: Global Parts Service Market Suite Akron		

Quotation

No

Replacement Parts

Customer Copy

Quotation

No

Replacement Parts

Customer Copy

Please consider Field Engineering Services for inspection technical assistance and construction company for the installation of the products included in this quote.

Quotation

Replacement Parts

Customer Copy

Revised September

This sale is based solely on the following terms and conditions and notice of objection to additional or different terms and conditions is hereby given. Shall be the Babcock Ilcox Company Affiliates named in a purchase order that is issued and agreed upon under these terms and conditions of sale shall be a separ between and the named under the purchase order shall be solely responsible for its own contractual obligations and liabilities under such contract and no provision of such making or any other affiliate responsible for any obligations or liabilities of such under such contract agrees that these terms and conditions shall constitute the complete and final ag and in respect to this transaction here are no understandings between the parties hereto as to the subject matter of this contract other than as set forth herein and in the accompanying docu herein ny acknowledgement of a purchase order or change order is for record and billing purposes only and the acceptance or acknowledgement thereof is made expressly conditional on the terms of this or and conditions of a purchase order or change order shall not apply hereto.

ny information concerning the parties hereto which is designated as proprietary and disclosed to the other party incident to the performance of work pursuant to this contract is disclosed in confidence and the transferee shall not publish or otherwise disclose it to others without the written approval of the transferor.

understands that special techniques in the arts and sciences developed or accumulated by the at its own time and expense will be employed to benefit the under this contract and agrees that such special techniques are proprietary and shall not be disclosed to any third party during or subsequent to the term of this contract without the's prior written consent provided however that nothing herein shall eliminate the's right to disclose any data provided by the hereunder which was furnished by the prior to this contract without restrictions b becomes knowledge available within the public domain or by the from a third party without restriction and without breach of this contract.

shall defend at its own expense any suit or action brought against based on a claim that any quipment furnished hereunder or any part thereof or the designed use of same constitutes infringement of any patent of the nited tates and anada and shall also pay all costs and damages awarded therein against the n case use of such equipment or any part thereof constitute infringement and its use is enjoined shall at its option and own expense either procure the right to continue to use such equipment or part thereof or replace it with substantially equivalent non infringing equipment or modify it so it becomes non infringing.

t shall be the responsibility of the to provide prompt written notice of the assertion of such infringement and to make available all other needed information assistance and authority it possesses for the defense of any suit or proceeding in which such claim is asserted ny such replacement or modification shall be in the same manner as repair or replacement of defects under the arranty article hereof he foregoing sole liability of and the exclusive remedy of the with respect to patent infringement.

agrees to defend indemnify and hold harmless the from any claim demand suit loss cost or expense or any damage which may be asserted claimed or recovered against by reason of any damage to third party property or bodily injury including death sustained by any person or persons whomsoever and which damage injury or death occurs and is manifest although not actual during's performance of the work at the's jobsite and is the result of's negligent acts or omissions n no event shall this indemnity apply to damage injury or death resulting from the negligent acts or omissions of the and in any event this indemnity shall terminate on's completion of the work on's jobsite hereunder.

shall maintain commercial general liability insurance policies protecting's legal liability and orkers' compensation protection for seller's employees pon written request certificates evidencing the insurance in effect will be forwarded to the.

erms of payment are net thirty days after receipt of invoice or as mutually agreed in writing by the parties.

isk of loss of or damage to the quipment shall pass to the or if any emergency exists rendering it impossible or impracticable for the at the point specified in the contract or upon completion of erection of the equipment when is providing the erection labor itle shall pass f o b's plant or if shipped direct by or cause to be made such repair or replacement in which case will reimburse the suppliers f o b the supplier's plant rom the date that risk of loss of or damage to the quipment has passed to the as provided above and until the contract rice is paid in full and all obligations of have terminated the shall by insurance or otherwise assume the complete risk of loss of or damage to the quipment no matter how caused and shall hold harmless from any such liability.

he contract rice includes applicable federal provincial tate and local taxes levi and salaries paid to's employees and all taxes based upon net income of's other sales or use tax with respect to the ork covered hereby or of any other present or future excis or measured by the gross receipts from this transaction or any allocated portion thereof or by the gross the ork covered hereby and of any present or future property tax or other similar charge with respe or contract covered hereby f is required by applicable law or regulation to pay or collect any such in connection of this transaction or the ork covered hereby then such amount of tax and any penalties a shall be reimbursed to or paid by the he prices provided for herein a of any present or future tariffs or duties levied by any governmental authority except and only to the specific charge for tariffs or duties is expressly identified as part of the contract price ny costs related to tariffs or duties that are not expressly identified as a specific charge will be paid by the in addition to the prices provided for in the contract.

shall not be liable for any expense loss or damage res of performance caused by fires floods acts of od strikes labor disputes labor epidemics lockouts or reasonable inability to obtain materials equipment supplies fuels or other energy thefts the accidents transportation delays acts or failure to act of overnment or major equipment breakdown or any other cause whatsoever whether similar or dissi those enumerated above beyond the reasonable control of n the event of any delay arisin of the foregoing the time for performance shall be extended by a period of time equal to the time lost such delay and any other affected provisions of the contract including the price shall be equitably adjust

here laws ordinances and regulations promulgated by federal provincial tate authorities require permits to install or operate any quipment covered by this contract approval of the plans and specifications for the installation the shall be responsible for sec permits and the approval of said plans or specifications from the proper authorities and for any required in the quipment to meet the requirements of any such regulatory bodie required changes and shall inform the shall inform of the changes needed and if the changes can be practicably accor will make such changes owever the contract rice schedule and other affected provis shall be subject to appropriate adjustment.

warranty with regard to materials furnished and or workmanship perfo shall repair or replace any parts of any manufactured equipme which prior to the expiration of twelve months from the date of initial operation first firing or eighteen months after shipment whichever occurs first are found to be defective in workmanship in accordance with generally approved practice and in accordance with the operating and other conditions of service specified by and the notifies in writing and such defect shall be apparent.

cannot repair or replace such defective part within a reasonable time after notice of such def to repair or replace a defective part after notice to unless sha will reimburse the cost of repairing such defective part on a straight time basis only or the reasonable replacement part.

Quotation

Replacement Parts

Customer Copy

Revised September

shall not be responsible for work done equipment or parts furnished or repairs made by others unless such work is specifically ordered by for the fulfillment of the contract further warrants that the equipment furnished is free and clear

Engineering Study and Consulting Services represents that it will develop the information to be supplied in accordance with its standard technical procedures and practices However the technical information furnished or recommendations submitted do not imply or warrant any responsibility on the part of the

Technical Training will perform the training services hereunder in a manner consistent with generally accepted standards and practices using qualified personnel in a good and professional manner In the event the training services are found not to be in accordance with such standards and practices shall assignee's sole remedy reperform such services

The sole liability of arising out of defects in materials or equipment furnished or defects in any erection or construction work performed whether arising under warranty tort including negligence strict liability or otherwise shall be limited to the cost of repair or replacement of defective parts or the repair or reperformance of the defective workmanship as herein specified

represents that it will supply the equipment described in the Proposal in accordance with its standard technical procedures and practices However as a condition hereof and realize that the performance of the equipment to be supplied hereunder and its influence on other associated equipment cannot be exactly predicted

The total liability of and its subcontractors whether arising out of contract tort including negligence strict liability or any other cause of or form of action shall not exceed the date of sale Contract Price Except as to warranty of title to any goods furnished all liability shall terminate upon the expiration of the warranty period specified in the Contract provided however that may enforce claims of such liability by an action timely commenced in a court of competent jurisdiction in accordance with the statute of limitations and or statute of repose but in no event later than one year after expiration of the warranty period The provisions of this Article shall apply notwithstanding any other provisions of this Contract

shall use and shall train and require its employees and any use all safety devices guards and proper safe operating and maintenance procedures required by all applicable laws regulations codes and standards and as set forth in any operating and maintenance manuals and instruction sheets furnished by

shall not remove or modify any safety device guard or warning sign of the to strictly observe any of these obligations shall indemnify defend and hold harmless from any resulting losses injuries or damages

Notwithstanding any other provisions of this Contract neither nor its subcontractors shall be liable whether arising out of contract tort including negligence strict liability or any

of form of action whatsoever for loss of anticipated profits loss by reason of plant or the shutdown to any operation or increased expense of operation service interruption cost of purchased or replacement power claims of 's customers subcontractors vendors or suppliers cost of money loss of capital or revenue fines or penalties assessed or levied against the by any governmental or administrative of any nature whether similar or dissimilar to those enumerated above arising at any time or cause whatsoever

either nor the may assign all or any part of this or prior written consent of the other party unless such assignment is made to a parent company or to a subsidiary or in connection with a merger consolidation or the acquisition of substantially all of the assets of the assigning party In the event the assignment the assignee shall expressly assume the obligations of the assigning party in writing Any assignment in violation of this Article shall be null and void

The failure of either party to insist or enforce in any instance strict performance of the terms of this Contract or to exercise any rights hereunder conferred shall not be construed as a waiver of the exercise of any extent of its rights to assert or rely upon such terms or rights on any future occasion

Ohio

Sales from the his Contract shall be construed in accordance with the laws of the Province of Ontario and shall be limited to the cost of repair or replacement of defective parts or the repair or reperformance of the defective workmanship as herein specified

Each party hereby irrevocably and unconditionally submits for itself and its property in any legal action or proceeding relating to this Contract or the performance hereof or for recognition and enforcement of any judgment in respect thereof to the exclusive jurisdiction of the State of Ohio and consents and agrees to suit being brought in such courts Each party hereby waives and agrees not to assert in any such action or proceeding in each case to the fullest extent permitted by applicable law i any claim of lack of personal jurisdiction ii immunity from any legal process with respect to it or its property iii any such suit action or proceeding is brought in an inconvenient forum or iv the venue of such suit is improper

Sales from Canada his Contract shall be construed in accordance with the laws of the Province of Ontario and shall be limited to the cost of repair or replacement of defective parts or the repair or reperformance of the defective workmanship as herein specified

Each party hereby irrevocably and unconditionally submits for itself and its property in any legal action or proceeding relating to this Contract or the performance hereof or for recognition and enforcement of any judgment in respect thereof to the exclusive jurisdiction of the Province of Ontario and any court located in the Province of Ontario and consents and agrees to suit being brought in such courts Each party hereby waives and agrees not to assert in any such action or proceeding in each case to the fullest extent permitted by applicable law i any claim of lack of personal jurisdiction ii immunity from any legal process with respect to it or its property iii any such suit action or proceeding is brought in an inconvenient forum or iv the venue of such suit is improper

Seller waive and disclaim the application of the provisions of the United Nations Convention on International Sale of Goods and any successor legislation to this Contract The rights and obligations of the parties under this Contract shall be governed solely and exclusively by the terms and conditions set out herein

The Contract price and schedule will be adjusted to account for any impact on costs schedule or performance if the same are adversely affected by any change in law regulation or legislation governing rules taxation whether new or an increase in an existing tax duty or tariff or other change in the enforcement practices of any of the foregoing by any federal state governmental authority or quasi governmental authority

fails The Proposal for the equipment and or services is based on the assignment of manufacturing service and support manpower fabrication and operating material availability space and manufacturing facilities to perform the services and fabrication described herein In the event another sale which utilizes this manpower material or facilities is made prior to a mutually acceptable contract and full release to proceed the reserves the right to withdraw or to amend this accordingly

Bid Response Summary

Bid Number	RFQ 6055-24
Bid Title	Gas Burner Boiler Parts -Babcock and Wilcox, No Or-Equals due to Standardization
Due Date	Friday, January 26, 2024 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Open for Bidding
Company	The Babcock & Wilcox Company
Submitted By	rtpon@babcock.com rtpon@babcock.com - Wednesday, January 24, 2024 9:38:54 AM [(UTC-08:00) Pacific Time (US & Canada)] rtpon@babcock.com 7072651055
Comments	

Question Responses

Group	Reference Number	Question	Response
BACK GROUND AND PURPOSE			
	#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. The WTEF operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels.	I agree and I acknowledge
	#2	The COS WTE utilizes two Babcock and Wilcox refuse fired boiler units. COS WTE is initiating this Request for Quote to solicit Bids from vendors who have a proven ability to provide spec'd, drop-in replacements, parts for the B&W Boiler Gas Burners in use at the COS WTE. No substitutes or or-equals will be accepted due to standardization. CSO WTE does not have drawings to provide.	I agree and I acknowledge
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.	I agree and I acknowledge
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 9:00 a.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I agree and I acknowledge
GENERAL CONDITIONS			

	#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I agree and I acknowledge
	#1.1	EXCEPTION: If you took exception to above, upload here.	
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 corrections issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF QUOTES			
	#1	Bidders may withdrawal Quote prior to the scheduled Quote due date and time. Unless otherwise specified, no Quotes may be withdrawn for a minimum of seventy-five (75) calendar days after the due date.	I agree and I acknowledge
EVALUATION OF QUOTES			
	#1	Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.	I agree and I acknowledge
QUOTING ERRORS			

	#1	QUOTING ERRORS When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.	I agree and I acknowledge
REJECTION OF QUOTES			
	#1	REJECTION OF QUOTES The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.	I agree and I acknowledge
AWARD OF CONTRACT			
	#1	Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. Interlocal and State Contracts where applicable will be considered as a bid. The City Council shall make the award of contract. Unsuccessful Bidders will not automatically be notified of Bid results.	I agree and I acknowledge
PAYMENT TERMS			
	#1	Supplier acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I agree and I acknowledge
	#2	EXCEPTION If you took exception to above, explain here.	
BIDDER INFORMATION			
	#1	Person's Name, Title, Email Address, and Phone Number Submitting Bid	Ron T. Pon, B&W Account Manager rtpon@babcock.com 925.451.4272
	#2	State Person and Phone To Be Contacted By City Concerning Items Bid	Ron T. Pon 925.451.4272
ORGANIZATION			

	#1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	The Babcock & Wilcox Co. Akron, Ohio
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 and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	I agree and I acknowledge
	#2	City of Spokane Business Registration Number	600592811
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			
	#1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I agree and I acknowledge
	#2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I agree and I acknowledge
	#3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.	I agree and I acknowledge
	#4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I agree and I acknowledge

ADDITIONAL ITEMS			
	#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	Yes
MINORITY BUSINESS ENTERPRISE			
	#1	Vendor (is___, is not ___) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS			
	#1	Vendor (is ___, is not ___) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION			
	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	I Certify No Agreement Was Entered
INTERLOCAL PURCHASE AGREEMENTS			
	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	No
ACCEPTANCE PERIOD			
	#1	Bidders must provide a minimum of a minimum of seventy-five (75) calendar days after the due date.	I agree and I acknowledge
PCB CERTIFICATION			

	#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
	#2	As far as you know has this type of product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
	#3	If so were PCBs found at a measurable level?	Don't Know
	#4	If so attach the results or note from whom the results can be obtained.	
	#5	Do you have reason to believe the product contains measurable levels of PCBs?	No
	#6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
GENERAL INSTRUCTIONS			
	#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I agree and I acknowledge
	#2	Time is of the essence in the performance of this contract.	I agree and I acknowledge
	#3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I agree and I acknowledge
	#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	I agree and I acknowledge
	#5	The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote deemed to be in the best interest of the City.	I agree and I acknowledge
	#6	The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I agree and I acknowledge
	#7	Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
SPECIAL INSTRUCTIONS - GENERAL			

	#1	If the product differs from the provisions contained herein, these differences must be explained in detail.	I agree and I acknowledge
	#2	Suppliers found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge
	#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 unless a demo unit is specified.	I agree and I acknowledge
	#4	Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.	I agree and I acknowledge
	#5	Federal and State laws governing this product and its final certification must be satisfied.	I agree and I acknowledge
	#6	It shall be the Supplier’s responsibility to conform to all Federal Standards for certification.	I agree and I acknowledge
	#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 the purchase order.	I agree and I acknowledge
	#8	EXCEPTION: If you took exception to any of the above, explain here.	
TECHNICAL SPECIFICATIONS			
	#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.	I agree and I acknowledge
	#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.	I agree and I acknowledge
	#3	All items delivered must adhere to stated specs, No Substitutes or Or-Equals will be considered due to standardization of currently employed B&W Boiler Gas Burners in use at COS WTE.	I agree and I acknowledge
	#4	Any delivered item that does not meet specifications will not be accepted.	I agree and I acknowledge
	#5	Awarded Supplier would be responsible for providing the following	No
	#5.1	Qty 1, Babcock and Wilcox Part Number: 4570890, BURNER, ASSY AUXILIARY INPUT CCW 0.001LB	I agree and I acknowledge
	#5.2	Qty 1, Babcock and Wilcox Part Number: 4566705, BURNER, ASSY AUXILIARY INPUT CW 0.002LB	I agree and I acknowledge

	#5.3	Qty 2, Babcock and Wilcox Part Number: 3083080, GASKET,18 3/8 ODX 13 X 1/16 W/BT HL NITRILE BND FBR MATL SPEC...: COMP FIBER W/NBR 700F 0LB	I agree and I acknowledge
	#5.4	Qty 2, Babcock and Wilcox Part Number: 3094732, ATOMIZER, ATOMIZER SUBASSY GL=4'10 5/8 MP-O-G GAS GUN ASSY	I agree and I acknowledge
	#5.5	Qty 2, Babcock and Wilcox Part Number: 3083278, COUPLING/YOKE, ASSY FOR MP-O-G ATOMIZER	I agree and I acknowledge
	#5.6	Qty 2, Babcock and Wilcox Part Number: 4505321, GASKET, 3 ODX 1/16 PTFE MATL SPEC...: PTFE/FILLER BLEND	I agree and I acknowledge
	#5.7	Qty 2, Babcock and Wilcox Part Number: 3082204, GASKET, ATOMIZER MPO-G 1/16"THK PTFE AIR ATOMIZATION 007 GLASS, CLEAR 1 11/16 SQ X 3/16 BOROSILICATE MATL SPEC...: GLASS, CLEAR BOROSILICATE	I agree and I acknowledge
	#5.8	Qty 2 TB, Babcock and Wilcox Part Number: 0330146, SEALER, MOMENTIVE RTV106 RED SILICONE RUBBER (2.8 OZ TUBE)	I agree and I acknowledge
	#6	If the product differs from the provisions contained herein, these differences must be explained in detail.	I agree and I acknowledge
	#7	Bidders must submit cover letters stating qualifications for supplying specified product on contract with 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 Babcock and Wilcox gas burner boiler parts. Upload Letter Here	BW Cover Letter - CITY OF SPOKANE 6055-24 Rev 1.pdf
	#9	As applicable, Material Safety Data Sheets / Safety Data Sheets must be included with Bid Proposal. Upload Here	
	#10	EXCEPTION: If you took exception to any of the above, explain here.	
DELIVERY - F.O.B. Delivery Point			
	FOB Delivery Point:	FOB Delivery Point: Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	I agree and I acknowledge
	Lead Time for Delivery	Bidder shall state lead time in calendar days for standard ground delivery at COS WTE, upon receipt of an order. Enter number of calendar days here:	154 days
	Lead Time for Delivery	Would delivery at COS WTE by September 23, 2024 be possible, and if so, when would an order need be received by.	Yes, order receipt by 4/20/24

	Freight Transportation	Will be prepaid and add; and listed as a separate line item on invoices. The City reserves the right to request copies of all freight invoices incurred by vendor.	I agree and I acknowledge
	Risk of Loss	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 agree and I acknowledge
	EXCEPTION	If you took exception to any of the above, explain here.	N/A
PRICING			
	#1.1	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 agree and I acknowledge
	#2	Enter Pricing on the "Pricing Tab" . Unit Pricing Should Not Include Tax or Freight.	I agree and I acknowledge
	#3	Exceptions: If you took exception to any of the above, explain in detail.	
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	B&W Quote 00127913 rev1.pdf
	#2	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	
	#3	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	

Pricing Responses

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

Estimated quantities are for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.								
	#1	Babcock and Wilcox Part Number: 4570890, BURNER, ASSY AUXILIARY INPUT CCW 0.001LB . Pricing should not include freight nor tax. Enter Cost Per Each:	Base	Cost Per Each	1.00	$35,363.47	$35,363.47	22 weeks delivery
	#2	Babcock and Wilcox Part Number: 4566705, BURNER, ASSY AUXILIARY INPUT CW 0.002LB * Pricing should not include freight nor tax. Enter Cost Per Each:	Base	Cost Per Each	1.00	$35,363.47	$35,363.47	22 weeks delivery

	#3	Babcock and Wilcox Part Number: 3083080, GASKET,18 3/8 ODX 13 X 1/16 W/BT HL NITRILE BND FBR MATL SPEC...: COMP FIBER W/NBR 700F 0LB Pricing should not include freight nor tax. Enter Cost Per Each:	Base	Cost Per Each	2.00	$93.72	$187.44	7 weeks delivery
	#4	Babcock and Wilcox Part Number: 3094732, ATOMIZER, ATOMIZER SUBASSY GL=4'10 5/8 MP-O-G GAS GUN ASSY Pricing should not include freight nor tax. Enter Cost Per Each:	Base	Cost Per Each	2.00	$3,132.84	$6,265.68	9 weeks delivery
	#5	Babcock and Wilcox Part Number: 3083278, COUPLING/YOKE, ASSY FOR MP-O-G ATOMIZER. Pricing should not include freight nor tax. Enter Cost Per Each:	Base	Cost Per Each	2.00	$2,450.22	$4,900.44	9 weeks delivery
	#6	Babcock and Wilcox Part Number: 4505321, GASKET, 3 ODX 1/16 PTFE MATL SPEC...: PTFE/FILLER BLEND. Pricing should not include freight nor tax. Enter Cost Per Each:	Base	Cost Per Each	2.00	$19.83	$39.66	7 weeks delivery

	#7	Babcock and Wilcox Part Number: 3082204, GASKET, ATOMIZER MPO-G 1/16"THK PTFE AIR ATOMIZATION 007 GLASS, CLEAR 1 11/16 SQ X 3/16 BOROSILICATE MATL SPEC...: GLASS, CLEAR BOROSILICATE. Pricing should not include freight nor tax. Enter Cost Per Each:	Base	Cost Per Each	2.00	$15.40	$30.80	3 weeks delivery
	#8	Babcock and Wilcox Part Number: 0330146, SEALER, MOMENTIVE RTV106 RED SILICONE RUBBER (2.8 OZ TUBE). Pricing should not include freight nor tax. Enter Cost Per Each:	Base	Cost Per Each	2.00	$70.30	$140.60	3 weeks delivery
	#9	Freight Cost to be incurred for ground delivery of above listed items, to Spokane Solid Waste Disposal, Attn: Warehouse, 2900 S. Geiger Blvd, Spokane WA, 99224-5400. Pricing should not include tax.	Base	Total Freight Cost	1.00	$2,910.00	$2,910.00	
Total Base Bid	$85,201.56							

January 24, 2024

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

Subject: B&W Cover Letter *Rev 1* - Special Instructions – Technical Specification Item #7

Reference: RFQ 6055-24 Gas Burner Boiler Parts -Babcock and Wilcox, No Or-Equals due to Standardization

To Whom It May Concern:

The Babcock & Wilcox Company (B&W) is the OEM for the Babcock & Wilcox burners supplied to the City of Spokane.

As the burner OEM, B&W possess all of the original burner information and drawings, allowing us to offer full aftermarket support for your combustion needs, whether that be replacement parts such as this RFQ or engineering services. *B&W has revised the attached quote to reflect extending validity date to April 9, 2024. It is important that should this quote result in the placement of an order that an order be placed no later than April 9, 2024 in order to meet the requested delivery date due to the 20 Week Lead Time.* Reference to B&W's Standard Terms and Conditions have been removed from the quote in deference to acceptance of the Standard Terms and Conditions issued as part of RFQ 6055-24.

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

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

Very truly yours,

THE BABCOCK & WILCOX COMPANY

Ronald Pon
Account Manager

Babcock & Wilcox
710 Airpark Road
Napa, CA 94558-7518 | USA
Phone: +1 800.382.2577 | Fax: +1 707.265.1000
www.babcock.com

Ronald Pon
Account Manager
Direct: +1 707.265.1055
Cell: +1 925.451.4272
rtpon@babcock.com

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Quotation

No.

Replacement Parts

Customer Copy

Quotation

Replacement Parts

Customer Copy

Please consider Field Engineering Services for inspection technical assistance and Construction Company for the installation of the products included in this quote.

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/16/2024

Committee Agenda type: Consent

Council Meeting Date: 09/30/2024

Date Rec'd	9/4/2024
Clerk's File #	OPR 2020-0866
Cross Ref #	
Project #	

Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	ITB 5342-20
Contact Name/Phone	DAVID PAINE 625-6878	**Requisition #**	CR 26686
Contact E-Mail	DPAINE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Agenda Item Name	4490 CONTRACT RENEWAL FOR OFFSITE GRAPPLE REPAIRS		

Agenda Wording

Contract renewal 4 of 4 with Foust Fabrication Co. (Colville, WA) for as-needed offsite grapple repairs for the Waste to Energy Facility from 12/1/2024-11/30/2025 and a total cost not to exceed $95,000.00, plus tax.

Summary (Background)

The grapples used on the cranes at the Waste to Energy Facility operate 24/7, transporting solid waste to the incinerator. As part of the facility's maintenance program, the grapples are rotated out annually and refurbished. On Oct. 16, 2020, bidding closed on ITB 5342-20 and Foust Fabrication Co. was the low cost bidder for this service. The initial contract award was for one year with the option of four (4) additional one-year renewals. This will be the final renewal.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 95,000.00
Current Year Cost	$ 95,000.00
Subsequent Year(s) Cost	$

Narrative

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

Amount		Budget Account
Expense	$ 95,000.00	# 4490-44100-37148-54803-34002
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	AVERYT, CHRIS	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	JONES, GARRETT		

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

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 16, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org, 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Contract renewal for off site grapple repairs for the Waste to Energy Facility
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The grapples used on the cranes at the Waste to Energy Facility operate in a 24/7 environment transporting municipal solid waste. As part of the facilities maintenance program, the grapples are rotated out annually and refurbished. Without a backup grapple, a failure would result in an unplanned boiler shut down. On Oct. 16, 2020, bidding closed on ITB 5342-20 for this as-needed annual requirement for offsite grapple rebuilding. There were three (3) responses received; Foust Fabrication Co. (Colville, WA), K&N Electric Motors, Inc. (Spokane Valley, WA) and WEMCO Inc. (Spokane, WA). Foust Fabrication Co. was the lowest cost, responsive and responsible bidder and was awarded a one year contract, from Dec. 1, 2020 through Nov. 30, 2021 with the option of four (4) additional one-year renewals. This will be the final renewal and span from Dec. 1, 2024 through Nov. 30, 2025 with an additional cost not to exceed $95,000.00 excluding taxes. Rates for this renewal will increase by 8%.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: $95,000.00 plus tax

Current year cost: $85,000.00

Subsequent year(s) cost: $95,000.00

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

Funding Source ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Program revenue

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

Expense Occurrence ☐ One-time ☐ Recurring ☐ N/A

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

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

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

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

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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

  Not applicable

CITY OF SPOKANE - WTEF
2900 S GEIGER BLVD
Spokane, Washington 99224-5400

Foust Fabrication Co.	OPR 2020-0866	OPR 2020-0866	OPR 2020-0866	OPR 2020-0866	OPR 2020-0866
	Base Year	1st Opt Year	2nd Opt Year	3rd Opt Year	4th Opt Year
As Needed, Offsite Grapple Repair	Valid from 12/01/2020 through 11/30/2021	Valid from 12/01/2021 through 11/30/2022	Valid from 12/01/2022 through 11/30/2023	Valid from 12/01/2023 through 11/30/2024	Valid from 12/01/2023 through 11/30/2024
Item	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
All-inclusive firm fix price* to furnish all labor, materials, equipment and supervision required to perform offsite, rebuild and repair of grapple presented during mandatory pre-bid, in strict accordance with the contract documents. Price is not to include tax. **NOTE: The all-inclusive price does not include hard facing material cost of Lincoln wear shield 60 for hard facing, as it is not known how much would be required until actual rebuild or repaired is conducted.**	$51,905.00	$65,522.00	$65,522.00	$65,522.00	$70,440.00
Per pound cost, Lincoln Wear Shield 60 Hard Facing **The awarded vendor would be required to provide a bill of material to support the total poundage of Lincoln Wear Shield 60 Hard Facing that was that was utilized to rebuild and repair the grappled. This cost would be an addition to the stated all-inclusive firm fix price* which had not included hard facing material cost.**	$8.88	$8.88	$8.88	$8.88	$8.88
Vendor to provide Percentage Markup Above Vendor's Cost, should Vendor not provide percentage off list cost, for any other additional products or materials not listed on vendor's specification sheet, but may be realized is needed at a later point in time to complete grapple rebuild or repair.	15% Markup Above Vendor's Cost	15% Markup Above Vendor's Cost	15% Markup Above Vendor's Cost	15% Markup Above Vendor's Cost	15% Markup Above Vendor's Cost
Grapple Pick-up Fee	$561.50	$561.50	$561.50		$561.50
Grapple Delivery Fee	$561.50	$561.50	$561.50		$561.50
Hourly Rate	$92.00	$92.00	$92.00		$92.00

Foust Fabrication Co.
Colby Foust, President/CEO
Phone (509) 680 4889
coby@foustfab.com

Base Year Pricing Per Foust Fabrication response to ITB 5342-20

Name	Mireya Fitzloff
Signature	Mireya Fitzloff
Date	09.03.24

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: FOUST FABRICATION, CO.

Business name: FOUST FABRICATION

Entity type: Profit Corporation

UBI #: 603-403-656

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1159 ORIN RICE RD
COLVILLE WA 99114-9530

Mailing address: 1159 ORIN RICE RD
COLVILLE WA 99114-9530

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Colville General Business - Non-Resident	014355.0			Active	May-31-2025	Jun-14-2016
East Wenatchee General Business - Non-Resident				Active	May-31-2025	Jul-13-2022
Kennewick General Business - Non-Resident				Active	May-31-2025	Sep-28-2022
Pullman General Business - Non-Resident				Active	May-31-2025	May-22-2024
Spokane General Business - Non-Resident				Active	May-31-2025	Jan-16-2020
Spokane Valley General Business - Non-Resident				Active	May-31-2025	Jan-17-2020
Wenatchee General Business - Non-Resident				Active	May-31-2025	Oct-14-2022

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

Governing people	Title
FOUST, COBY DANIEL	
FOUST, TRINA MICHELLE	

Registered Trade Names

Registered trade names	Status	First issued

Registered trade names	Status	First issued
FOUST FAB & ERECTORS	Active	Aug-08-2018
FOUST FABRICATION	Active	May-30-2014

The Business Lookup information is updated nightly. Search date and time: 8/29/2024 9:33:19 AM

Contact us

How are we doing?
Take our survey!

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

FOUSFAB-01 MNEIGHBORS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/28/2023

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

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

PRODUCER
Spokane Office
Marsh McLennan Agency LLC
501 N. Riverpoint Blvd., Ste 403
Spokane, WA 99202

CONTACT NAME: Dylan Arre
PHONE (A/C, No, Ext): (509) 789-7442 FAX (A/C, No):
E-MAIL ADDRESS: Dylan.Arre@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Western National Mutual Insurance Co	15377
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Foust Fabrication, Co.
1159 Orin Rice Rd.
Colville, WA 99114

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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	CPP 1286102 02	12/9/2023	12/9/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							WA STOP GAP	$ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	CPP 1285441 02	12/9/2023	12/9/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB 1050502 01	12/9/2023	12/9/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Certificate holder is additional insured additional insured, on a primary/non-contributory basis, including waiver of subrogation, in accordance with the terms and conditions of the policy.

CERTIFICATE HOLDER

The City of Spokane
2900 South Geiger Blvd
Spokane, WA 99224

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - CONTRACTORS - OPERATIONS AND COMPLETED OPERATIONS - WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Additional Insured - Operations

A. Section II - Who Is An Insured is amended to include as an additional insured:

(1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

(2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

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

in the performance of your ongoing operations for the additional insured.

B. With respect to **Additional Insured - Operations,** coverage is limited as follows:

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

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

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

2. Additional Insured - Completed Operations

A. Section II - Who Is An Insured is amended to include as an additional insured:

(1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

(2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

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

and included in the “products-completed operations hazard”.

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B. With respect to **Additional Insured - Completed Operations,** coverage is limited as follows:

(1) A person or organization's status as an insured under Additional Insured - Completed Operations continues only for the period of time required by any written contract or agreement.

(2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

3. Primary and Noncontributory

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

4. Other Provisions Applicable to Additional Insured - Operations and Additional Insured - Completed Operations

A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.

B. The coverage provided under Paragraph **f.** of the definition of "insured contract" under **Section V - Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.

C. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

(1) The minimum amount required by the contract or agreement; or

(2) The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

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

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

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

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

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COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

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

SUMMARY OF COVERAGES PAGE

Bodily Injury And Property Damage Liability
- Non Owned Watercraft Up To 50 Feet 2

Property Damage Liability
- Elevators 3
- Fire, Lightning, Explosion Or Sprinkler Leakage Exception 3
- Borrowed Equipment ($25,000 Per Occurrence, $50,000 Aggregate, $2,500 Deductible Per Occurrence 3

Supplementary Payments - Amended
- Bail Bonds Up To $5,000 3
- Loss of Earnings Up To $500/Day 3

Who Is An Insured Amendments
- Employee Bodily Injury To A Co-Employee 4
- Newly Formed Or Acquired Organizations For Up To 180 Days 4
- Blanket Additional Insured - Vendors- As Required By Contract 4
- Blanket Additional Insured - Lessor Of Leased Equipment 6
- Blanket Additional Insured - Managers Or Lessors Of Premises 6
- Blanket Additional Insured - State Or Governmental Agency Or Subdivisions Or Political Subdivision - Permits Or Authorizations 7
- Blanket Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises 8

Damage To Premises Rented To You - $300,000 9

Medical Payments Increased Limit - $10,000 Or Amount Shown on Declarations 9

Conditions
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

SECTION I - COVERAGES AMENDMENTS

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non Owned Aircraft Or Watercraft

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

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

(a) Less than 50 feet long; and

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

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

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of "mobile equipment".

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B. Damage To Property Coverage Extensions

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

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

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

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

(1) $25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";

(2) $50,000 annual aggregate; and

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

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

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

C. Damage To Premises Rented To You

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

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

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COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

D. Personal And Advertising Injury

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

E. Supplementary Payments - Coverages A and B

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

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

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

SECTION II - WHO IS AN INSURED AMENDMENTS

A. Employee Bodily Injury To A Co-Employee

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

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

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of the co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

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

B. Newly Acquired Organizations

Paragraph **3. a.** is replaced by the following:

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

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The following are added:

C. Blanket Additional Insured - Vendors - As Required By Contract

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

   However,

   a. The insurance afforded to such vendor only applies to the extent permitted by law; and

   b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

   a. The insurance afforded the vendor does not apply to:

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

   (2) Any express warranty unauthorized by you;

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

   (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

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

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

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

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

   (i) The exceptions contained in Subparagraphs **(4)** or **(6);** or

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

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

   a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;

   b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or

   c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.

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

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

   a. The minimum amount required by the contract or agreement; or

   b. The Limits of Insurance shown in the Declarations;

   whichever is less.

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

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

   This insurance does not apply to:

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

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

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

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

D. Blanket Additional Insured - Lessor Of Leased Equipment

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

   However, the insurance afforded to such additional insured:

   a. Only applies to the extent permitted by law; and

   b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

   c. Does not apply to any "occurrence" which takes place after the equipment lease expires;

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

2. With respect to the insurance afforded to the Lessor, the following additional exclusions apply:
   "Bodily injury" or "property damage" arising out of:

   (1) The assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Lessor would have in the absence of the contract or agreement;
   (2) Any express warranty made by the Lessor;
   (3) The demonstration, installation, servicing, inspections, adjustments, tests, repair, or maintenance operations by or for the Lessor;
   (4) The negligence or strict liability of the Lessor for its own acts or or omissions or those of its employees or anyone else acting on its behalf; or
   (5) Any failure on the part of the Lessor to provide information, instructions and/or warnings with respect to the maintenance, use or operation of the equipment.

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

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

   a. The minimum amount required by the contract or agreement; or

   b. The Limits of Insurance shown in the Declarations;

   whichever is less.

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

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

   This insurance does not apply to:

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

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

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

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

E. Blanket Additional Insured - Managers Or Lessors Of Premises

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

   This insurance does not apply to:

   a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

   b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

   a. The minimum amount required by the contract or agreement; or

   b. The Limits of Insurance shown in the Declarations;

   whichever is less.

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

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

   This insurance does not apply to:

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

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

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

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

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F. Blanket Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations

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

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

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

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

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

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

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

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

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

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

b. The construction, erection or removal of elevators; or

c. The ownership, maintenance or use of any elevators covered by this insurance.

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However,

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

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

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

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

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

SECTION III - LIMITS OF INSURANCE AMENDMENTS

A. Damage To Premises Rented To You

Paragraph **6.** is replaced by the following:

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

a. $300,000; or

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

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

B. Medical Expense Limit

Paragraph **7.** is replaced with the following:

7. Subject to Paragraph **5.** above, the most we will pay under Coverage **C** for all medical expenses because of “bodily injury” sustained by any one person is the greater of:

a. $10,000; or

b. The amount shown next to the Medical Expense Limit in the Declarations.

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

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SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

A. Knowledge Of Occurrence

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

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

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation; or

(4) A member or manager, if you are a limited liability company.

B. Other Insurance

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

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

C. Unintentional Failure To Disclose Hazards

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

6. Representations And Unintentional Failure To Disclose Hazards

a. By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Waiver of Subrogation

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

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

SECTION V - DEFINITIONS AMENDMENTS

A. Insured Contract Amended

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

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

B. Personal And Advertising Injury Redefined

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

d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or service;

e. Oral, written, televised, videotaped or electronic publication of material that violates a person’s right of privacy;

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
PER WRITTEN CONTRACT OR AGREEMENT WHERE YOU AGREED TO PROVIDE A SEPERATE GENERAL AGGREGATE LIMIT FOR EACH PROJECT

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

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I -** Coverage **A,** and for all medical expenses caused by accidents under Section **I -** Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

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2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III -** Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SECTION I - COVERED AUTOS COVERAGE AMENDMENTS

A. Temporary Substitute Vehicle Physical Damage

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

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

a. Breakdown;

b. Repair;

c. Servicing;

d. "Loss", or

e. Destruction;

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

SECTION II - COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured

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

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

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

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

(1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;

(2) does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization;

(3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

(4) does not apply to an "insured" under any other automobile liability policy or would be an "insured" under such a policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

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

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

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B. Blanket Additional Insured

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

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

C. Liability Coverage Extensions - Supplementary Payments

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

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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

D. Fellow Employee Coverage

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

Co-Employee Lawsuit Defense Cost Reimbursement

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

SECTION III - PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Towing

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

2. Towing

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

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

B. Transportation Expense - Limits Amended

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

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

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

D. Personal Effects Coverage

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

c. Personal Effects

We will pay up to $500 for "loss" to personal effects, which are:

(1) Owned by an "insured"; and

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

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

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E. Glass Repair - Deductible Waiver

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

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

F. Hired Auto Physical Damage

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

5. Hired Auto Physical Damage

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

a. The most we will pay for any one "loss" is $50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;

b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to "loss" caused by fire or lightening;

c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and

d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

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

G. Rental Reimbursement

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

6. Rental Reimbursement

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

a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto." No deductibles apply to this coverage.

b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(1) The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or

(2) 30 days.

c. Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred, or

(2) $50 per day, up to a maximum of $1,000.

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d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.

e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

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

H. Accidental Airbag Deployment Coverage

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

7. Accidental Airbag Deployment Coverage

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

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

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

I. Auto Loan/Lease Gap Coverage

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

8. Auto Loan/Lease Gap Coverage

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

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

a. The amount paid under the Physical Damage Coverage Section on the policy; and

b. Any:

(1) Overdue lease/loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

J. Audio, Visual and Data Electronic Equipment - Limit Amended

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

SECTION IV - BUSINESS AUTO CONDITIONS AMENDMENTS

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

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

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

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation; or

(4) A member or manager, if you are a limited liability company.

But this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

B. Blanket Waiver of Subrogation

Section IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

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

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C. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph **b.** is deleted and replace by the following:

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

(1) Any covered "auto" you lease, hire, rent or borrow.

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

E. Primary and Noncontributory If Required By Written Contract or Written Agreement

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c., the following is added and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

(1) Such "insured" is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WHO IS AN INSURED AMENDED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to **SECTION II - WHO IS AN INSURED,** Paragraph **3.** is replaced by the following:

3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject to **Section III - Limits Of Insurance,** if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

a. The minimum amount of insurance required by the contract or agreement, less any amounts payable by any "underlying insurance; or

b. The amount of insurance available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to **Section IV - Conditions - 5. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

(3) The order of payment specified by this endorsement only applies to the extent permitted by law.

The following is added to:

SECTION II - LIMITS OF INSURANCE

For the purposes of this endorsement only, we will not pay more on behalf of the additional insured and the lesser of:

1. The minimum limits of insurance required in a written contract on a primary and non-contributory basis for such additional insured, but only to the extent the required Limits of Insurance are in excess of the “underlying insurance,” or

2. The Limits of Insurance available after the payment of “ultimate net loss” on any insured’s behalf from any claim or “suit”.

This provision is included within and does not act to increase the limit of insurance stated in the Declarations.

Coverage will not be broader than the coverage provided by the underlying insurance listed in the “Schedule of Underlying Coverages.”

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PROJECT(S) - AGGREGATE LIMIT

This endorsement modified insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

DESIGNATED PROJECT(S)

AS REQUIRED BY WRITTEN CONTRACT

A. The Designated Project Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" in excess of the "retained limit" under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** which can be attributed solely to ongoing operations at a single designated "project" shown in the Schedule above, regardless of the number of:

1. Insureds;

2. Claims made or "suits" brought; or

3. Persons or organizations making claims or bringing "suits".

B. A separate Designated Project Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the Aggregate Limit shown in the Declarations.

C. The Designated Project Aggregate Limit does not apply to "ultimate net loss" arising out of "bodily injury" or "property damage" included in the "products-completed operations hazard" or arising out of the ownership, maintenance or use of a "covered auto."

D. Any payments made under **Paragraph A.** of this endorsement shall reduce the Designated Project Aggregate Limit for that designated "project". Such payments shall not reduce the Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project Aggregate Limit for any other designated "project" shown in the Schedule above.

E. The Each Occurrence limit shown in the Declarations is the most we will pay for "ultimate net loss" in excess of the "retained limit" under **Coverage A** because of all "bodily injury" and "property damage" arising out of any one "occurrence".

F. For all "ultimate net loss" under **COVERAGE A.,** which cannot be attributed solely to ongoing operations at a single designated "project" shown in the Schedule above:

1. Any payments made for "ultimate net loss" under **COVERAGE A.** shall reduce the amount available under the Aggregate Limit; and

2. Such payments shall not reduce any Designated Project Aggregate Limit.

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G. The “Maximum Annual Aggregate Limit” is the most we will pay for the sum of all “ultimate net loss” under one or more Designated Project Aggregate Limits and Aggregate Limit.

H. For the purposes of this endorsement, **SECTION V - DEFINITIONS** is amended by the addition of the following definitions:

1. “Maximum Annual Aggregate Limit” means an amount equal to two times the Aggregate Limit shown in the policy declarations.

2. "Project” means an area at which you are performing operations pursuant to a contract or agreement, other than any premises, site or location which is or was at any time owned or occupied or managed by, or rented or loaned to you.

I. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply.

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Agenda Sheet for City Council:

Committee: PIES **Date:** 09/16/2024

Committee Agenda type: Consent

Council Meeting Date: 09/30/2024

Date Rec'd	9/3/2024
Clerk's File #	OPR 2021-0548
Cross Ref #	
Project #	

Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	PW ITB 5472-21
Contact Name/Phone	DAVID PAINE 625-6878	**Requisition #**	CR 26684
Contact E-Mail	DPAINE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Agenda Item Name	4490 CONTRACT RENEWAL FOR ROAD REPAIR SERVICES		

Agenda Wording

Contract renewal 3 of 4 with Arrow Concrete & Asphalt Specialties, Inc. (Spokane Valley, WA) for as-needed road repair services at the Waste to Energy Facility from 9/1/24-8/31/25 and a total cost not to exceed $45,000.00 including tax.

Summary (Background)

The Waste to Energy Facility requires as-needed road repair services as it experiences constant truck and vehicle use throughout the year. In 2021, Arrow Concrete & Asphalt Specialties, Inc. was awarded a one-year contract, with the option of four additional one-year renewals for these as-needed road repair services, based on their response to PW ITB 5471-21. Due to the lifetime dollar amount of the contract of $135,000.00, City Council approval is now needed.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	**$** 45,000.00
Current Year Cost	**$** 45,000.00
Subsequent Year(s) Cost	**$**

Narrative

This is an annual repair and maintenance expense that was planned for in the Solid Waste Disposal budget.

Amount		**Budget Account**
Expense	**$** 45,000.00	**#** 4490-44100-37148-54801-34002
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
	$	**#**
	$	**#**

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	AVERYT, CHRIS	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

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Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 16, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org, 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Contract renewal for road repair services at the Waste to Energy Facility
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The Waste to Energy Facility requires as-needed road repair services as it experiences constant truck and vehicle use throughout the year. In 2021, Arrow Concrete & Asphalt Specialties, Inc. was awarded a one-year contract, with the option of four additional one-year renewals for these as-needed road repair services, based on their response to PW ITB 5471-21. This will be the third renewal from September 1, 2024 through August 31, 2025 with a total cost not to exceed $45,000.00 including tax. Due to the lifetime dollar amount of the contract of $135,000.00, City Council approval is now needed.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: $45,000.00 incl. tax

Current year cost: $45,000.00

Subsequent year(s) cost: $45,000.00

Narrative: This is an annual repair and maintenance expense that was planned for in the Solid Waste Disposal budget.

Funding Source ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Program revenue

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

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

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

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

- What impacts would the proposal have on historically excluded communities?
  Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

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

N/A

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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

  Not applicable

City Clerk's No. OPR 2021-0548

City of Spokane

CONTRACT RENEWAL No. 3 of 4

Title: Road Repair Services

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ARROW CONCRETE & ASPHALT SPECIALTIES, INC.,** whose address is 9915 East Trent Avenue, Spokane Valley, Washington 99206 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Road Repair Services at the Spokane Solid Waste Disposal Facility (WTEF) located at 2900 South Geiger Blvd., Spokane, Washington 99224; and

WHEREAS, the initial contract provided for four (4) additional one (1) year renewals, with this being the third of those renewals; and

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

1. CONTRACT DOCUMENTS.
The original Contract, dated August 17, 2021, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Renewal shall become effective on September 1, 2024, and shall end August 31, 2025.

3. COMPENSATION.
The City shall pay an estimated maximum annual cost not to exceed **FORTY-FIVE THOUSAND AND 00/100 ($45,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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

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

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

ARROW CONCRETE
& ASPHALT SPECIALTIES, INC.

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment
Contractor's Third Renewal Pricing

24-165

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

_____ 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)

CITY OF SPOKANE CITY OF SPOKANE - WTEF 2900 S GEIGER BLVD SPOKANE, WA 99224-5400 PHONE 509 625 6527	Base Year			1st Renewal			2nd Renewal			3rd Renewal		
	Valid 9/1/2021 Through 8/31/2022			Valid 9/1/2022 Through 8/31/2023			Valid 9/1/2023 Through 8/31/2024			Valid 9/1/2024 Through 8/31/2025		
OPR 2021-0548 PW ITV 5472-21 (Re-bid) Road Repair Services Spokane Solid Waste Disposal, WTEF - Reoccurring Annual Requirement	OPR 2021-0548			OPR 2021-0549			OPR 2021-0549			OPR 2021-0549		
Item	Qty	Unit Price	Extended Price		Unit Price	Extended Price		Unit Price	Extended Price		Unit Price	Extended Price	
Combined Mobilization / Demobilization Cost: (Estimated Annual Requirement 1) All-inclusive Combined Mobilization / Demobilization Cost. Cost Does Not Include Tax	1	$2,500.00	$2,500		$2,500.00	$2,500		$2,500.00	$2,500		$2,500.00	$2,500.00	
POTHOLE REPAIR: (Estimated Annual Requirement 20 square feet more or less) Cost Does Not Include Tax.	20 Sq Ft	$92.50	$1,850	Minimum Charge	$92.50	$1,850	Minimum Charge	$92.50	$1,850	Minimum Charge	$1,850.00	$1,850.00	Minimum Charge
CRACK SEALING: (Estimated Annual Requirement 10,000 Linear Feet more or less) Cost Does Not Include Tax	10,000 Linear FT	$1.20	$12,000		$1.20	$12,000		$1.20	$12,000		$1.20	$12,000.00	
SEAL COATINGING: (Estimated Annual Requirement 4000 square feet more or less) Cost Does Not Include Tax	4000 Sq Ft	$0.30	$1,200		$0.30	$1,200		$0.30	$1,200		$0.37	$1,480.00	
Subtotal		$17,550.00			$17,550.00			$17,550.00			$17,830.00		
Sales Tax 9%		$1,579.50			$1,579.50			$1,579.50			$1,604.70		
Extended Total		$19,129.50			$19,129.50			$19,129.50			$19,434.70		
Arrow Concrete & Paving											Name	Jeff Hohenthal	
Jeff Hohenthal 509-922-7847											Date	8/9/2024	
jeffh@asphaltsupply.net											Signature		

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: ARROW CONCRETE AND ASPHALT SPECIALTIES, LLC

Business name: ARROW CONCRETE AND ASPHALT SPECIALTIES, LLC.

Entity type: Limited Liability Company

UBI #: 601-619-703

Business ID: 001

Location ID: 0001

Location: Active

Location address: 12301 E EMPIRE AVE
SPOKANE VALLEY WA 99216-1231

Mailing address: 9915 E TRENT AVE
SPOKANE VALLEY WA 99206-4204

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Colville General Business - Non-Resident				Active	Apr-30-2025	Jul-10-2023
Deer Park General Business - Non-Resident				Active	Apr-30-2025	May-09-2017
Liberty Lake General Business - Non-Resident				Active	Apr-30-2025	Aug-16-2021
Millwood General Business				Active	Apr-30-2025	Oct-14-2019
Minor Work Permit				Active	Apr-30-2025	Jul-01-2004
Richland General Business - Non-Resident				Active	Feb-28-2025	Mar-05-2024
Spokane General Business - Non-Resident	T12011346BUS			Active	Apr-30-2025	Oct-15-2012
Spokane Valley General Business				Active	Apr-30-2025	Apr-24-2009

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

Governing people	Title
ARROW CONSTRUCTION HOLDINGS LLC	

Registered Trade Names

Registered trade names	Status	First issued
ARROW CONCRETE AND ASPHALT SPECIALTIES, LLC.	Active	Feb-07-2023

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 8/29/2024 9:26:25 AM

Contact us

How are we doing?
Take our survey!

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/9/2024

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

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

PRODUCER
Alliant Insurance Services, Inc.
818 W Riverside Ave Ste 800
Spokane WA 99201

License#: 0C36861
ARROCON-04

CONTACT NAME: Jessica Akeens, CISR Elite
PHONE (A/C, No, Ext): 509-570-1229 **FAX (A/C, No):** 509-325-1803
E-MAIL ADDRESS: Jessica.Akeens@Alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Western National Assurance Com	24465
INSURER B : Western National Mutual Insura	15377
INSURER C : SiriusPoint Specialty Insuranc	16820
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Arrow Concrete & Asphalt Specialties, LLC
9915 E Trent Avenue
Spokane Valley WA 99206-4204

COVERAGES **CERTIFICATE NUMBER:** 1391323967 **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	Y	Y	CPP125437103	12/31/2023	12/31/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							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 X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						BIPD Retention	$ $10,000
B	AUTOMOBILE LIABILITY	Y	Y	CPP125254603	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y	Y	UMB104308403	12/31/2023	12/31/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	N	CPP125437103	12/31/2023	12/31/2024	PER STATUTE X OTH-ER	WA Stop GAP
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Pollution Liability	N	N	CPL D000139100	12/31/2023	12/31/2024	Each Occurrence Aggregate Retention	$ 1,000,000 $ 2,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Spokane is an additional insured per the attached endorsement.

CERTIFICATE HOLDER

City of Spokane
808 W Spokane Falls Boulevard
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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Alliant Insurance Services, Inc
818 W Riverside Avenue, Suite 800
Spokane, Washington 99201-0913

Dear Certificate Holder,

We would like to inform you of an important update to our procedures for completing ACORD forms, which is a result of the recent legal case, T-Mobile USA Inc. v. Selective Insurance Company of America.
**Effective immediately, Alliant Insurance Services Inc. will no longer include specific language in the Description of Operations field on ACORD forms. ** This change ensures compliance with the court's ruling, which emphasizes the legal significance of the information provided on these certificates.
To ensure you have the appropriate coverage, **we strongly encourage you to review the attached policy endorsements**. These documents provide detailed information about your coverage and should be used to verify that your insurance needs are fully met.

- The Alliant Standard is to only add wording that will identify the Certificate to the Certificate Holder. (Location, Description of Equipment, Contract or Job Number, etc.)
- Any other wording may be construed as modifying the policy and we should let the attached endorsements speak for themselves.
- Even if you are not doing business in Washington State and your state is silent on this issue. Alliant Adopts the position that you may not modify the policy limits on the Certificate.
- All states forbid am agent from issuing a document that is fraudulent, a misrepresentation, or a deceptive act.
- The ACORD Form Instruction Guide says: “Enter limits corresponding to those found on the policy declarations page.”

For Additional Details:
Case: T-Mobile USA Inc. v. Selective Insurance Company of America
Summary: In this case, the court ruled that an insurance company is bound by its agent's written representation in a certificate of insurance (COI) that a particular corporation was an additional insured under a given policy. This decision came despite the COI containing disclaimers stating it could not "amend, extend or alter the coverage afforded by" the policy.
The ruling emphasized that if an agent acts with apparent authority and provides a COI stating that a party is an additional insured, the insurer must honor that representation. This case has influenced how COIs are viewed in Washington state, affirming them as valid proof of coverage under certain conditions.

Source:
1. T-Mobile USA Inc. v. Selective Ins. Co. of Am. - Casetext.
https://casetext.com/case/t-mobile-usa-inc-v-selective-ins-co-of-am-2.

(2) T-Mobile USA, Inc. v. Selective Ins. Co. of Am. :: 2019 :: Washington ....
https://law.justia.com/cases/washington/supreme-court/2019/96500-5.html.

(3) T-Mobile USA Inc. v. Selective Insurance Company of America
- Lewis .... https://bing.com/search?q=Washington+state+court+case+Selective+Insurance+T-Mobile+COI.

(4) T-Mobile USA Inc. v. Selective Insurance Company of America
- Lewis .... https://lewisbrisbois.com/newsroom/articles/t-mobile-usa-inc-v-selective-insurance-company-of-america.

We understand that this change may require an adjustment in how you manage your insurance documents. Please rest assured that our team is here to assist you with any questions or concerns you may have regarding this update.

Thank you for your attention to this matter and for your continued trust in our services.

Jessica Akeens, CISR Elite
Commercial Lines Account Manager
CA License No. 0E69948
Alliant Americas

D (509) 570-1229
F (509) 325-1803
E Jessica.Akeens@alliant.com
alliant.com

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

January 24, 2024

WA UBI No.	601 619 703
L&I Account ID	518,690-02
Legal Business Name	ARROW CONCRETE & ASPHALT SPECIALTIES LLC
Doing Business As	ARROW CONCRETE & ASPHALT SPE
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 3 of Year 2023 "31 to 50 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).

Endorsement No. 10

This endorsement, effective 12/31/2023, forms a part of Policy No: CPL D0001391 00 issued to Arrow Construction Holdings, LLC by SiriusPoint Specialty Insurance Corporation (The Company)

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THIS POLICY.
PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED SCHEDULE FOR THIRD PARTIES -
SPECIFIED INSURING AGREEMENTS

In consideration of the following adjustment of premium: $0

The INSURED and the Company agree to the following change(s):

Solely with regard to the persons or entities scheduled below, SECTION VII. DEFINITIONS, A. ADDITIONAL INSURED is deleted in its entirety and replaced with the following:

A. ADDITIONAL INSURED means, when required by written contract, those persons or entities listed in the Schedule below are an ADDITIONAL INSURED solely with regard to the Coverage Sections listed below:

Schedule

State of Washington, and all authorized Purchasers (and their agents, officers, and employees).

Coverage Section(s):

Coverage A – Contractor's Occurrence Job Site Pollution Coverage
Coverage D – Contractor's Owned Location Coverage
Coverage F – Contractor's Occurrence Non-Owned Disposal Site Coverage
Coverage G – Contractor's Occurrence Transportation Coverage

Coverage is afforded when required by a written contract that is signed by the FIRST NAMED INSURED or an ADDITIONAL NAMED INSURED prior to the date the applicable POLLUTION CONDITION or INDOOR CONTAMINANT CONDITION first commences. The scope and limits of coverage for such person or entity under this Policy shall not exceed what is required by the written contract.

Coverage is provided solely for the above scheduled person's or entity's liability arising out of the FIRST NAMED INSURED's or any ADDITIONAL NAMED INSURED's ownership, maintenance, use, or operation of a COVERED LOCATION, vicarious liability for CONTRACTING SERVICES, or a POLLUTION CONDITION or INDOOR CONTAMINANT CONDITION as applicable. Coverage will only be afforded for such person or entity if that person or entity is named in a lawsuit, petition or regulatory action as a co-defendant with the FIRST NAMED INSURED or any ADDITIONAL NAMED INSURED alleging that it is liable as a result of either the FIRST NAMED INSURED's or any ADDITIONAL NAMED INSURED's ownership, maintenance, use, or operation of a COVERED LOCATION, such person's or entity's vicarious liability for CONTRACTING SERVICES, or a POLLUTION CONDITION or INDOOR CONTAMINANT CONDITION

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as applicable. No coverage will be provided under this Policy for an ADDITIONAL INSURED's own negligence or strict liability.

All other terms and conditions remain the same.

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Endorsement No. 11

This endorsement, effective 12/31/2023, forms a part of Policy No: CPL D0001391 00 issued to Arrow Construction Holdings, LLC by SiriusPoint Specialty Insurance Corporation (The Company)

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THIS POLICY.
PLEASE READ IT CAREFULLY.

ADDITIONAL NAMED INSURED SCHEDULE

In consideration of the following adjustment of premium: $0

The INSURED and the Company agree to the following change(s):

SECTION VII. DEFINITIONS, B. ADDITIONAL NAMED INSURED is amended by the addition of the following:

The following persons or entities are an ADDITIONAL NAMED INSURED:

Arrow Concrete & Asphalt Specialties, LLC (ACAS)
Road Products, Inc
Arrow Construction Supply, LLC
Partner Constructions Products & Services, LLC

All other terms and conditions remain the same.

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Endorsement No. 6

This endorsement, effective 12/31/2023, forms a part of Policy No: CPL D0001391 00 issued to Arrow Construction Holdings, LLC by SiriusPoint Specialty Insurance Corporation (The Company)

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THIS POLICY.
PLEASE READ IT CAREFULLY.

CANCELLATION - COURTESY NOTIFICATION

In consideration of the following adjustment of premium: $0

The INSURED and the Company agree to the following change(s):

SECTION VI. CONDITIONS, F. CANCELLATION is amended by the addition of the following:

If the Company cancels this Policy before the expiration date, the Company will mail written notice to the entity(ies) listed below that states when, not less than ninety (90) days (ten (10) days for non-payment of premium) thereafter such cancellation will be effective. Failure of the Company in taking such action will not prevent or delay cancellation of this Policy.

Entity(ies) and Contact Address(es)

Entity	Address Line 1	Address Line 2	City	State	Zip
Washington Dept. of Enterprise Services	PO Box 41411		Olympia	WA	98504-141

All other terms and conditions remain the same.

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Endorsement No. 9

This endorsement, effective 12/31/2023, forms a part of Policy No: CPL D0001391 00 issued to Arrow Construction Holdings, LLC by SiriusPoint Specialty Insurance Corporation (The Company)

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THIS POLICY.
PLEASE READ IT CAREFULLY.

LIMIT OF LIABILITY FOR A SPECIFIED JOB SITE

In consideration of the following adjustment of premium: $0

The INSURED and the Company agree to the following change(s):

Solely with respect to the JOB SITE(s) identified in the JOB SITE Schedule below and those Coverage Sections where Limits of Liability are shown below, the Each Incident Limit of Liability, Coverage Section Aggregate Limit of Liability and Self-Insured Retention or DEDUCTIBLE PERIOD set forth in Item 3. of the Declarations are deleted in their entirety and replaced with the following:

JOB SITE Schedule:

JOB SITE Name	JOB SITE Address	JOB SITE Contract Number
WA DOT – Roadway Maintenance Products	Locations throughout Washington State – as outlined in the contract on file with the Company.	o Contract No. 07121

COVERAGE SECTION	EACH INCIDENT LIMIT OF LIABILITY	COVERAGE SECTION AGGREGATE LIMIT OF LIABILITY	SELF INSURED RETENTION OR DEDUCTIBLE PERIOD
A. JOB SITE POLLUTION	$5,000,000	$5,000,000	$10,000
B. EMERGENCY EXPENSES			
EMERGENCY REMEDIATION COSTS	$1,000,000	$2,000,000	$10,000
EVACUATION COSTS	$1,000,000	$2,000,000	$10,000
C. POLLUTION PROTECTIVE	$1,000,000	$2,000,000	$10,000
D. OWNED LOCATION	$1,000,000	$2,000,000	$10,000
E. BUSINESS INTERRUPTION	$1,000,000	$2,000,000	Three (3) days
F. NON-OWNED DISPOSAL SITE	$1,000,000	$2,000,000	$10,000
G. TRANSPORTATION	$10,000,000	$20,000,000	$10,000

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H. SUPPLEMENTAL COVERAGES	$250,000	$250,000	$10,000

Item 4. Policy Aggregate Limit of Liability of the Declarations is deleted in its entirety and replaced with the following:

4. POLICY AGGREGATE LIMIT OF LIABILITY: $20,000,000

Item 8. Retroactive Date of the Declarations is deleted in its entirety and replaced with the following Retroactive Date that applies to the JOB SITE(s) set forth in JOB SITE Schedule above:

RETROACTIVE DATE: 2/9/2022

The Limits of Liability set forth above are inclusive of and not in addition to the Limits of Liability being replaced. The Limits of Liability set forth above are not dedicated and will be reduced by the payment(s) made under this Policy. Nothing contained in this endorsement will operate to reinstate any Limit of Liability set forth in this Policy.

With respect to coverage afforded under this Policy that does not arise out of the JOB SITE(s) set forth in the JOB SITE Schedule above, the Limits of Liability set forth in Items 3. and 4. of the Declarations will apply.

Item 5. Percentage of Limit for Supplemental Legal Costs – Additional Limits of the Declarations is not increased by the Policy Aggregate Limit of Liability set forth in this endorsement. Item 5. Percentage of Limit for Supplemental Legal Costs – Additional Limits of the Declarations applies only to the Item 4. Policy Aggregate Limit of Liability set forth in the Declarations, whether coverage afforded under this Policy arises out of the JOB SITE(s) set forth in the JOB SITE Schedule above, or does not arise out of the JOB SITE(s) set forth in the JOB SITE Schedule above.

All other terms and conditions remain the same.

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BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SECTION I – COVERED AUTOS COVERAGE AMENDMENTS

A. Temporary Substitute Vehicle Physical Damage

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

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

a. Breakdown;

b. Repair;

c. Servicing;

d. "Loss", or

e. Destruction;

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

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured

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

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

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

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

(1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;

(2) does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization;

(3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

(4) does not apply to an "insured" under any other automobile liability policy or would be an "insured" under such a policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

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

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

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B. Blanket Additional Insured

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

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

C. Liability Coverage Extensions – Supplementary Payments

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

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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

D. Fellow Employee Coverage

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

Co-Employee Lawsuit Defense Cost Reimbursement

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

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Towing

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

2. Towing

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

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

B. Transportation Expense – Limits Amended

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

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

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

D. Personal Effects Coverage

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

c. Personal Effects

We will pay up to $500 for "loss" to personal effects, which are:

(1) Owned by an "insured"; and

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

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

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E. Glass Repair – Deductible Waiver

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

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

F. Hired Auto Physical Damage

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

5. Hired Auto Physical Damage

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

a. The most we will pay for any one "loss" is $50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;

b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to "loss" caused by fire or lightening;

c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and

d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

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

G. Rental Reimbursement

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

6. Rental Reimbursement

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

a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto." No deductibles apply to this coverage.

b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(1) The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or

(2) 30 days.

c. Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred, or

(2) $50 per day, up to a maximum of $1,000.

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d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.

e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

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

H. Accidental Airbag Deployment Coverage

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

7. Accidental Airbag Deployment Coverage

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

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

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

I. Auto Loan/Lease Gap Coverage

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

8. Auto Loan/Lease Gap Coverage

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

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

a. The amount paid under the Physical Damage Coverage Section on the policy; and

b. Any:

(1) Overdue lease/loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

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

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

SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

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

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

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

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation; or

(4) A member or manager, if you are a limited liability company.

But this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

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

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C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph **b**. is deleted and replace by the following:

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

(1) Any covered "auto" you lease, hire, rent or borrow.

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

E. Primary and Noncontributory If Required By Written Contract or Written Agreement

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c., the following is added and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

(1) Such "insured" is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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ADDITIONAL INSURED – CONTRACTORS – OPERATIONS AND COMPLETED OPERATIONS – WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Additional Insured – Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

(1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

(2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

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

in the performance of your ongoing operations for the additional insured**.**

B. With respect to **Additional Insured - Operations**, coverage is limited as follows:

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

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

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

2. Additional Insured – Completed Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

(1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

(2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

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

and included in the “products-completed operations hazard”.

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B. With respect to **Additional Insured – Completed Operations**, coverage is limited as follows:

(1) A person or organization's status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.

(2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

3. Primary and Noncontributory

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

4. Other Provisions Applicable to Additional Insured – Operations and Additional Insured – Completed Operations

A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.

B. The coverage provided under Paragraph **f.** of the definition of "insured contract" under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.

C. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

(1) The minimum amount required by the contract or agreement; or

(2) The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

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

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

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

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

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U S Department of Transportation
Federal Motor Carrier Safety Administration

Form Approved
OMB No 2126-0008

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to ARROW CONSTRUCTION HOLDINGS, LLC of WA

Dated at 12:00 NOON this 31 day of JANUARY, 20 24

Amending Policy No. CPP 1252546 04 Effective Date DECEMBER 31, 2023

Name of Insurance Company Western National Mutual Insurance Company

Countersigned by _____
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "[X]," for the limits shown:

[X] This insurance is primary and the company shall not be liable for amounts in excess of $750,000 for each accident.

[ ] This insurance is excess and the company shall not be liable for amounts in excess of $_____ for each accident in excess of the underlying limit of $_____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 952-835-5350.

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

000016 31/326

SCHEDULE OF LIMITS
PUBLIC LIABILITY

Type of carriage	Commodity transported	Jan. 1, 1985
(1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	$5,000,000
(3) For-hire and Private (In interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	$5,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SNOW PLOW OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Within the "products-completed operations hazard", Exclusion **g.** under Section **I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to any "auto" used for snow plow operations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WHO IS AN INSURED AMENDED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

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

3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject to **Section III – Limits Of Insurance**, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

a. The minimum amount of insurance required by the contract or agreement, less any amounts payable by any "underlying insurance; or

b. The amount of insurance available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

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PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to **Section IV – Conditions – 5. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

(3) The order of payment specified by this endorsement only applies to the extent permitted by law.

The following is added to:

SECTION II – LIMITS OF INSURANCE

For the purposes of this endorsement only, we will not pay more on behalf of the additional insured and the lesser of:

1. The minimum limits of insurance required in a written contract on a primary and non-contributory basis for such additional insured, but only to the extent the required Limits of Insurance are in excess of the "underlying insurance," or

2. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the limit of insurance stated in the Declarations.

Coverage will not be broader than the coverage provided by the underlying insurance listed in the "Schedule of Underlying Coverages."

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
As required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV - Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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WASHINGTON COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

The conditions in this endorsement replace any similar conditions in the policy that are less favorable to the insured.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by notifying us or the insurance producer in one of the following ways:

a. Written notice by mail, fax or e-mail;

b. Surrender of the policy or binder; or

c. Verbal notice.

Upon receipt of such notice, we will cancel this policy or any binder issued as evidence of coverage, effective on the later of the following:

a. The date on which notice is received or the policy or binder is surrendered; or

b. The date of cancellation requested by the first Named Insured.

2. We may cancel this policy by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 45 days before the effective date of cancellation if we cancel for any other reason;

except as provided in Paragraphs **3.** and **4.** below.

3. We may cancel the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part, if made a part of this policy, by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation at least five days before the effective date of cancellation for any structure where two or more of the following conditions exist:

a. Without reasonable explanation, the structure is unoccupied for more than 60 consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days, unless the structure is maintained for seasonal occupancy or is under construction or repair;

b. Without reasonable explanation, progress toward completion of permanent repairs to the structure has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;

c. Because of its physical condition, the structure is in danger of collapse;

d. Because of its physical condition, a vacation or demolition order has been issued for the structure, or it has been declared unsafe in accordance with applicable law;

e. Fixed and salvageable items have been removed from the structure, indicating an intent to vacate the structure;

f. Without reasonable explanation, heat, water, sewer and electricity are not furnished for the structure for 60 consecutive days; or

g. The structure is not maintained in substantial compliance with fire, safety and building codes.

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4. If:
   a. You are an individual;
   b. A covered auto you own is of the "private passenger type"; and
   c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

   we may cancel the Commercial Automobile Coverage Part by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for cancellation, to the last mailing address known to us:
   a. At least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. At least 10 days before the effective date of cancellation for any other reason if the policy is in effect less than 30 days; or
   c. At least 20 days before the effective date of cancellation for other than nonpayment if the policy is in effect 30 days or more; or
   d. At least 20 days before the effective date of cancellation if the policy is in effect for 60 days or more or is a renewal or continuation policy, and the reason for cancellation is that your driver's license or that of any driver who customarily uses a covered "auto" has been suspended or revoked during policy period.
5. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation, prior to the effective date of cancellation. If cancellation is for reasons other than those contained in Paragraph **A.3.** above, this notice will be the same as that mailed or delivered to the first Named Insured. If cancellation is for a reason contained in Paragraph **A.3.** above, we will mail or deliver this notice at least 20 days prior to the effective date of cancellation.
6. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be at least 90% of the pro rata refund unless the following applies:
   a. For Division Two – Equipment Breakdown, if the first Named Insured cancels, the refund will be at least 75% of the pro rata refund.
   b. If:
      (1) You are an individual;
      (2) A covered auto you own is of the "private passenger type";
      (3) The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards; and
      (4) The first Named Insured cancels;

      the refund will be not less than 90% of any unearned portion not exceeding $100, plus 95% of any unearned portion over $100 but not exceeding $500, and not less than 97% of any unearned portion in excess of $500.

   The cancellation will be effective even if we have not made or offered a refund.
8. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

The policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspection And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.

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2. We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. Nonrenewal

1. We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured and the first Named Insured's agent or broker, at their last mailing addresses known to us. We will also mail to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before the:
   a. Expiration of the policy; or
   b. Anniversary date of this policy if this policy has been written for a term of more than one year.

   Otherwise, we will renew this policy unless:
   a. The first Named Insured fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to the first Named Insured and the first Named Insured's insurance agent or broker, at least 20 days before the expiration date;
   b. Other coverage acceptable to the insured has been procured prior to the expiration date of the policy; or
   c. The policy clearly states that it is not renewable and is for a specific line, subclassification, or type of coverage that is not offered on a renewable basis.
2. If:
   a. You are an individual;
   b. A covered auto you own is of the "private passenger type"; and
   c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

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the following applies to nonrenewal of the Commercial Automobile Coverage Part in place of **G.1.**:

a. We may elect not to renew or continue this policy by mailing or delivering to you and your agent or broker written notice at least 20 days before the end of the policy period, including the actual reason for nonrenewal. If the policy period is more than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

b. We will not refuse to renew Liability Coverage or Collision Coverage solely because an "insured" has submitted claims under Comprehensive Coverage or Towing And Labor Coverage.

c. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STOP GAP – EMPLOYERS LIABILITY COVERAGE ENDORSEMENT – WASHINGTON

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Limits Of Insurance			
Bodily Injury By Accident	$	1,000,000	Each Accident
Bodily Injury By Disease	$	1,000,000	Aggregate Limit
Bodily Injury By Disease	$	1,000,000	Each Employee

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following is added to **Section I - Coverages:**

COVERAGE - STOP GAP - EMPLOYERS LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated by Washington Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance;** and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

(a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";

(b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and

(c) "Employee", at the time of the injury, was covered under a worker's compensation policy and subject to a "workers compensation law" of Washington; and

(2) The:

(a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or

(b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

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c. The damages we will pay, where recov ery is permitted by law, include damages:

(1) For:

(a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";

(b) Care and loss of services; and

(c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and

(2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

2. **Exclusions**

This insurance does not apply to:

a. **Intentional Injury**

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.

b. **Fines Or Penalties**

Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

c. **Statutory Obligations**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. **Contractual Liability**

Liability assumed by you under any contract or agreement.

e. **Violation Of Law**

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

f. **Termination, Coercion Or Discrimination**

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

g. **Failure To Comply With "Workers Compensation Law"**

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

(1) Deprived of common law defenses; or

(2) Otherwise subject to penalty;

because of your failure to secure your obligations or other failure to comply with any "workers compensation law".

h. **Violation Of Age Laws Or Employment Of Minors**

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

(1) Knowingly employed by you in violation of any law as to age; or

(2) Under the age of 14 years, regardless of any such law.

i. **Federal Laws**

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

(1) The Federal Employer's Liability Act (45 USC Section 51-60);

(2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);

(3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);

(4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);

(5) The Defense Base Act (42 USC Sections 1651-1654);

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(6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);

(7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);

(8) Any other workers compensation, unemployment compensation or disability laws or any similar law; or

(9) Any subsequent amendments to the laws listed above.

j. **Punitive Damages**

Multiple, exemplary or punitive damages.

k. **Crew Members**

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

B. The **Supplementary Payments** provisions apply to Coverage - Stop Gap Employers Liability as well as to Coverages **A** and **B.**

C. For the purposes of this endorsement, **Section II - Who Is An Insured,** is replaced by the following:

If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. For the purposes of this endorsement, **Section III - Limits Of Insurance,** is replaced by the following:

1. The Limits of Insurance shown in the Schedule of this endorsement 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 "Bodily Injury By Accident" - Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.

3. The "Bodily Injury By Disease" - Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".

4. Subject to Paragraph **D.3.** of this endorsement, the "Bodily Injury By Disease" - Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

The limits of the coverage 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.

E. For the purposes of this endorsement, Condition **2. - Duties In The Event Of Occurrence, Claim Or Suit** of the Conditions Section **IV** is deleted and replaced by the following:

2. **Duties In The Event Of Injury, Claim Or Suit**

a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;

(2) The names and addresses of any injured persons and witnesses; and

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(3) The nature and location of any injury.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and

(5) Do nothing after an injury occurs that would interfere with our right to recover from others.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

F. For the purposes of this endorsement, Paragraph **4.** of the **Definitions** Section is replaced by the following:

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in **a.** above, but who is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in the United States (including its territories and possessions), Puerto Rico, or Canada, in a suit on the merits according to the substantive law in such territory, or in a settlement we agree to.

G. The following are added to the **Definitions** Section:

1. "Workers Compensation Law" means the Workers Compensation Law and any Occupational Disease Law of Washington. This does not include provisions of any law providing non-occupational disability benefits.

2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".

3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

H. For the purposes of this endorsement, the definition of "bodily injury" does not apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SCHEDULED – CONTRACTORS – OPERATIONS AND COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:	AS REQUIRED BY WRITTEN CONTRACT
Location And Description of Operations:	AS REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. Additional Insured – Operations

A. Operations Performed For An Additional Insured

Section II – Who Is An Insured is amended to include as an additional insured any person or organization shown in the schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your ongoing operations for the additional insured at the location(s) designated and described in this endorsement.

B. Limitations

The Operations Performed for Additional Insured coverage is limited as follows:

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

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

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

2. Additional Insured – Completed Operations

A. Additional Insured – Completed Operations

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

B. Limitations

The Additional Insured – Completed Operations coverage is limited as follows:

(1) A person or organization's status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.

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(2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

3. Primary and Noncontributory

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

4. Other Provisions Applicable to Additional Insured – Operations and Additional Insured – Completed Operations

A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to the person or organization scheduled on this endorsement.

B. The coverage provided under Paragraph **f.** of the definition of "insured contract" under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.

C. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

(1) The minimum amount required by the contract or agreement; or

(2) The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

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

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

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

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BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

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

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

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BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SECTION I – COVERED AUTOS COVERAGE AMENDMENTS

A. Temporary Substitute Vehicle Physical Damage

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

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

a. Breakdown;

b. Repair;

c. Servicing;

d. "Loss", or

e. Destruction;

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

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured

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

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

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

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

(1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;

(2) does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization;

(3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

(4) does not apply to an "insured" under any other automobile liability policy or would be an "insured" under such a policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

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

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

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B. Blanket Additional Insured

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

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

C. Liability Coverage Extensions – Supplementary Payments

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

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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

D. Fellow Employee Coverage

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

Co-Employee Lawsuit Defense Cost Reimbursement

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

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Towing

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

2. Towing

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

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

B. Transportation Expense – Limits Amended

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

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

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

D. Personal Effects Coverage

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

c. Personal Effects

We will pay up to $500 for "loss" to personal effects, which are:

(1) Owned by an "insured"; and

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

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

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E. Glass Repair – Deductible Waiver

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

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

F. Hired Auto Physical Damage

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

5. Hired Auto Physical Damage

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

a. The most we will pay for any one "loss" is $50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;

b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to "loss" caused by fire or lightening;

c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and

d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

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

G. Rental Reimbursement

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

6. Rental Reimbursement

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

a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto." No deductibles apply to this coverage.

b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(1) The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or

(2) 30 days.

c. Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred, or

(2) $50 per day, up to a maximum of $1,000.

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d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.

e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

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

H. Accidental Airbag Deployment Coverage

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

7. Accidental Airbag Deployment Coverage

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

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

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

I. Auto Loan/Lease Gap Coverage

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

8. Auto Loan/Lease Gap Coverage

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

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

a. The amount paid under the Physical Damage Coverage Section on the policy; and

b. Any:

(1) Overdue lease/loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

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

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

SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

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

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

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

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation; or

(4) A member or manager, if you are a limited liability company.

But this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

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

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C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph **b**. is deleted and replace by the following:

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

(1) Any covered "auto" you lease, hire, rent or borrow.

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

E. Primary and Noncontributory If Required By Written Contract or Written Agreement

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c., the following is added and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

(1) Such "insured" is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

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

SUMMARY OF COVERAGES PAGE

Bodily Injury And Property Damage Liability
- Non Owned Watercraft Up To 50 Feet 2

Property Damage Liability
- Elevators 3
- Fire, Lightning, Explosion Or Sprinkler Leakage Exception 3
- Borrowed Equipment ($25,000 Per Occurrence, $50,000 Aggregate, $2,500 Deductible Per Occurrence 3

Supplementary Payments – Amended
- Bail Bonds Up To $5,000 3
- Loss of Earnings Up To $500/Day 3

Who Is An Insured Amendments
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- Blanket Additional Insured – Vendors – As Required By Contract 4
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Damage To Premises Rented To You – $300,000 9

Medical Payments Increased Limit – $10,000 Or Amount Shown on Declarations 9

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- Knowledge of Occurrence, Offense, Claim Or Suit Amended 9
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

SECTION I – COVERAGES AMENDMENTS

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non Owned Aircraft Or Watercraft

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

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

(a) Less than 50 feet long; and

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

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

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of "mobile equipment".

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B. Damage To Property Coverage Extensions

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

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

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

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

(1) $25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";

(2) $50,000 annual aggregate; and

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

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

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

C. Damage To Premises Rented To You

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

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

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

D. Personal And Advertising Injury

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

E. Supplementary Payments – Coverages A and B

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

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

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

SECTION II – WHO IS AN INSURED AMENDMENTS

A. Employee Bodily Injury To A Co-Employee

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

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

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of the co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

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

B. Newly Acquired Organizations

Paragraph **3. a**. is replaced by the following:

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

The following are added:

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

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

   However,

   a. The insurance afforded to such vendor only applies to the extent permitted by law; and

   b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

   a. The insurance afforded the vendor does not apply to:

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

   (2) Any express warranty unauthorized by you;

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

   (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

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

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

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

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

   (i) The exceptions contained in Subparagraphs **(4)** or **(6)**; or

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

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

   a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;

   b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or

   c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.

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

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

   a. The minimum amount required by the contract or agreement; or

   b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

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

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

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

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

D. Blanket Additional Insured – Lessor Of Leased Equipment

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

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

c. Does not apply to any "occurrence" which takes place after the equipment lease expires;

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

2. With respect to the insurance afforded to the Lessor, the following additional exclusions apply:
"Bodily injury" or "property damage" arising out of:
(1) The assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Lessor would have in the absence of the contract or agreement;
(2) Any express warranty made by the Lessor;
(3) The demonstration, installation, servicing, inspections, adjustments, tests, repair, or maintenance operations by or for the Lessor;
(4) The negligence or strict liability of the Lessor for its own acts or omissions or those of its employees or anyone else acting on its behalf; or
(5) Any failure on the part of the Lessor to provide information, instructions and/or warnings with respect to the maintenance, use or operation of the equipment.

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

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

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

   This insurance does not apply to:

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

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

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

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

E. Blanket Additional Insured – Managers Or Lessors Of Premises

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

   This insurance does not apply to:

   a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

   b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

   a. The minimum amount required by the contract or agreement; or

   b. The Limits of Insurance shown in the Declarations;

   whichever is less.

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

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

   This insurance does not apply to:

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

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

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

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

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

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

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

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

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

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

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

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

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

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

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

b. The construction, erection or removal of elevators; or

c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

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

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

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

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

SECTION III – LIMITS OF INSURANCE AMENDMENTS

A. Damage To Premises Rented To You

Paragraph **6.** is replaced by the following:

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

a. $300,000; or

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

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

B. Medical Expense Limit

Paragraph **7.** is replaced with the following:

7. Subject to Paragraph **5.** above, the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person is the greater of:

a. $10,000; or

b. The amount shown next to the Medical Expense Limit in the Declarations.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

A. Knowledge Of Occurrence

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

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

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation; or

(4) A member or manager, if you are a limited liability company.

B. Other Insurance

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

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

C. Unintentional Failure To Disclose Hazards

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

6. Representations And Unintentional Failure To Disclose Hazards

a. By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Waiver of Subrogation

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

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

SECTION V – DEFINITIONS AMENDMENTS

A. Insured Contract Amended

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

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

B. Personal And Advertising Injury Redefined

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

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

e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/16/2024

Committee Agenda type: Consent

Council Meeting Date: 09/30/2024

Date Rec'd	8/29/2024
Clerk's File #	OPR 2023-0898
Cross Ref #	
Project #	

Submitting Dept	WASTEWATER MANAGEMENT	**Bid #**	RFQU 5914-23
Contact Name/Phone	RAYLENE 625-7909	**Requisition #**	CR25405
Contact E-Mail	RGENNETT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Agenda Item Name	4320 PERMIT STUDIES CONTRACT RENEWAL WITH HDR INC.		

Agenda Wording

Consent to renew Permit Studies Contract with HDR, Inc. This is the first renewal to continue support for Ecology-required studies of the Spokane River. HDR was selected under RFQu 5914-23. Term of the contract is 9/1/24 through 12/31/2026

Summary (Background)

This amended contract will support Ecology-required studies of the Spokane River. HDR was selected to complete this work under RFQu 5914-23. The RPWRF was issued an updated NDPES permit in July 2022 from the Department of Ecology for discharge of treated wastewater to the Spokane River. The permit requires the City to complete a number of new studies, including a river sediment study, mixing zone study, and river study of trace metals and pH.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	**$** 146,242.00
Current Year Cost	**$** 146,242.00
Subsequent Year(s) Cost	**$**

Narrative

The total contract cost with this renewal is $264,428.00 (through 2026). The estimated cost for the study was approximately $340,000.00.

Amount		**Budget Account**
Expense	**$** 146,242.00	**#** 4320.30210.35141.54201
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

HDR was selected to help complete these three studies. The initial scope of work was for the planning and approval phase of this work. This amended scope includes assisting with field work, data collection, and reporting to meet the due dates set by Ecology. Outcome of these studies will inform future permitting decisions. The amended contract with HDR will go through December 31, 2026. This will allow for the completion of the studies and final reporting to Ecology required in 2026.

Approvals		Additional Approvals	
Dept Head	GENNETT, RAYLENE	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Rob Berman rob.berman@hdrinc.com	hbarnhart@spokanecity.org
kkeck@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	rpwrfaccounting@spokanecity.org
tlester@spokanecity.org	

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 16, 2024
Submitting Department	Wastewater Management/RPWRF
Contact Name	Kyle Arrington
Contact Email & Phone	karrington@spokanecity.org
Council Sponsor(s)	CP Wilkerson, CM Bingle, CM Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Consent to renew Permit Studies Contract with HDR, Inc.
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This amended contract will support Ecology-required studies of the Spokane River. HDR was selected to complete this work under RFQu 5914-23. The RPWRF was issued an updated NDPES permit in July 2022 from the Department of Ecology for discharge of treated wastewater to the Spokane River. The permit requires the City to complete a number of new studies, including a river sediment study, mixing zone study, and river study of trace metals and pH. HDR was selected to help complete these three studies. The initial scope of work was for the planning and approval phase of this work. This amended scope includes assisting with field work, data collection, and reporting to meet the due dates set by Ecology. Outcome of these studies will inform future permitting decisions. The amended contract with HDR will go through December 31, 2026. This will allow for the completion of the studies and final reporting to Ecology required in 2026.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: 146,242.00

Current year cost: $146,242.00

Subsequent year(s) cost:

Narrative: The total contract cost with this renewal is $264,428.00 (through 2026). The estimated cost for the study was approximately $340,000.00.

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Program revenue

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

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

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

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

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

The execution of these studies will allow RPWRF to assess its impact on the Spokane river and evaluate current processes, aiming for clean discharge to sustain a flourishing ecology and benefit historically excluded communities in the Spokane region. RPWRF aims to provide an equitable and positive environmental impact for all individuals, regardless of race, socioeconomic status, or other historically excluded factors in the area.

- 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 Demographic factors not expected to be impacted disproportionally as a result of this work.

- 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. City staff will review all plans before submittal to Department of Ecology. Department of Ecology is required to review and approve the plans prior to beginning the studies.

- 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 aligns with current City Purchasing Policy guidelines. RFQu 5914-23 was issued and HDR was deemed favorable and responsive to meet the City's needs. HDR was the only firm that bid on this work.

Council Subcommittee Review

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

License Information:

New search Back to results

Entity name: HDR ENGINEERING, INC.

Business name: H D R ENGINEERING INC

Entity type: Profit Corporation

UBI #: 601-021-437

Business ID: 001

Location ID: 0014

Location: Active

Location address: 835 N POST ST
STE 101
SPOKANE WA 99201-2126

Mailing address: 1917 S 67TH ST
OMAHA NE 68106-2973

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

Endorsements held a	License #	Count	Details	Status	Expiratior	First issua

Endorsements held a	License #	Count	Details	Status	Expiratior	First issua
Leavenworth General Business - Non-Resident				Active	Sep-30-2(	Sep-29-2(
Quincy General Business - Non-Resident				Active	Jun-30-2(	Sep-23-2(
Spokane General Business	T1205015			Active	Jun-30-2(	Oct-15-2(

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

Governing people	Title
BUELL, ELIZABETH C.	
GRAFF, NEIL A.	
HEANEY, KATHLEEN M P	
HENDERSON, JOHN W.	
KEEN, ERIC L	
WIGNALL, DOUGLAS S.	

Registered Trade Names

Registered trade names	Status	First issued
HDR ENGINEERING, INC.	Active	Feb-15-2018

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 8/29/2024 9:58:58 AM

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City Clerk's No. OPR 2023-0898

City of Spokane

CONTRACT RENEWAL

Title: **NPDES PERMIT STUDIES AND SUPPORT SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HDR ENGINEERING, INC.**, whose address is 835 North Post Street, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to perform NPDES Permit Studies and Support Services for the City; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal Document.

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

1. CONTRACT DOCUMENTS.
The Contract, dated September 26, 2023, and October 5, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Renewal shall become effective on September 1, 2024, and shall run through December 31, 2026.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **ONE HUNDRED FORTY-SIX THOUSAND TWO HUNDRED FORTY-TWO AND NO/100 DOLLARS ($146,242.00)**, and applicable sales tax, or everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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

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

HDR ENGINEERING, INC.

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:
Attachment A – Certification Regarding Debarment

24-163

ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

_____ 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)

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City of Spokane
Public Works

Scope of Services
For

RPWRF NPDES Permit Support
5914-23

Amendment 1

August 2024

835 N Post St
Spokane, WA 99201
(509) 343-8500

835 N Post St
Spokane, WA 99201
(509) 343-8500

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EXHIBIT A

SCOPE OF SERVICES

Background

City of Spokane owns the Riverside Park Water Reclamation Facility (RPWRF). The facility treats wastewater using conventional activated sludge, phosphorus precipitation, and tertiary membrane filtration for ultra low phosphorus removal. The RPWRF operates under National Pollutant Discharge Elimination System (NPDES) Permit WA-0024473 for discharge to the Spokane River, effective July 27, 2022. The City of Spokane requires assistance with implementation of the renewed NPDES permit including several studies, Quality Assurance Project Plans (QAPP), and reports.

This scope of work for Amendment 1 includes the following tasks intended to meet NPDES permit requirements:

- Effluent Mixing Zone and Dye Tracer Study
- Receiving Water Trace Metals and pH Study

Scope of Services

Task 100 Project Management

Objective

The purpose of this task is to monitor the work of Consultant and subconsultants, coordinate with City staff, monitor and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

HDR Services

- Update the Project Management Plan (PMP) outlining the scope, team organization, schedule, safety and communications information for the Consultant team. Implement the PMP by conducting overall quality RPWRF reviews and processes for the duration of the project.
- Coordinate and RPWRF the project team.
- Subcontract with and RPWRF project subconsultants.
- Prepare monthly status reports describing the following:
    - Services completed during the month
    - Services planned for the next month
    - Needs for additional information
    - Scope/schedule/budget issues

    - Schedule update and financial status summary
- Prepare monthly invoices.
- Conduct monthly telephone conference calls to review status of work in progress and project needs and to review project scope, schedule, and budget issues. The calls may include multiple project staff depending upon topic.

City Responsibilities

- Attend project management conference calls, and project kick-off meeting.
- Coordinate with City staff on attendance at meetings, or for RPWRF data requests/needs of the project team.
- Timely processing and payment of invoices.
- Review and process contract change requests and amendments, if needed.

Assumptions

- The project duration for development of the plans of study is enumerated in the project schedule section. Consultant anticipates assisting the City with discussions involving the study approvals with Ecology through September 2026.
- PMP is intended for Consultant project team but available to the City upon request.
- Invoices will be Consultant standard invoice format.
- Expense backup will not be provided with invoices but will be available from Consultant upon request.
- Project management meetings will be held via video conferencing (i.e., Cisco Webex or Microsoft Teams) at the beginning of each month. Up to two hours of project manager time will be required for each meeting including preparation, attendance, follow-up, and notes.

Deliverables

- Monthly reports and invoices (one copy with invoice to be e-mailed PDF file)
- Monthly project schedule and budget updates.
- Project management meeting agenda and notes (PDF format).
- Agendas and summary notes for meetings (PDF format).

Task 200 Mixing Zone and Dye Tracer Study

Objective

The purpose of this task is to conduct the Mixing Zone and Dye Tracer Study required by Section S10 of the discharge permit. The general goal of the Mixing Zone and Dye Tracer Study is to understand the mixing characteristics of the discharge to the Spokane River in the vicinity of the RPWRF outfall and establish acute and chronic dilution factors at the edge of the associated mixing zones.

HDR Services

200.1 Meet with Ecology

Consultant will meet with Ecology and the City prior to initiation of the effluent mixing study. Consultant will produce meeting notes summarizing the items discussed during the meeting. Consultant will lead and coordinate a project kickoff meeting with the City.

200.2 Conduct Dye Tracer Study

Consultant will conduct the dye tracer study according to the procedure outlined in the Effluent Mixing Zone and Tracer Plan of Study (HDR, 2023). The study must be completed during the July to October typical low-flow period.

The dye tracer fieldwork will include the use of two field vessels to sample dye concentrations, conductivity, temperature, depth, and river velocity. The sampling effort will include development of depth and velocity cross-sections using an acoustic doppler current profiler (ADCP). It is anticipated that the fieldwork will be conducted over two days. Field investigative services will be conducted on day 1 of the fieldwork, to prepare the survey equipment and plan the dye tracer implementation. In-river services will be conducted on day 2.

200.3 Mixing Modeling

Consultant previously gathered and analyzed readily available data to assist in developing the Plan of Study and to gain an understanding of existing river and the RPWRF discharge conditions. This subtask includes final data gathering and analysis required to conduct validation to the dye tracer and mixing zone modeling.

The CORMIX model will be validated against the dye tracer results. If the CORMIX model cannot be appropriately validated, the Visual Plumes model will be investigated. If the validation indicates the Visual Plumes model is more appropriate, then the Visual Plumes model instead of the CORMIX model will be used for the mixing modeling (refer to the Plan of Study).

The selected dilution model will be set up and used to simulate conditions for determining dilution factors. Mixing will be simulated for a 7Q10 river flow with effluent design flow. Model output will include effluent dilution and plume geometry as a function of distance from the outfall. Model output will be used to determine the near-field mixing and effluent dilution at the edge of acute and chronic mixing zones.

The model output will be summarized in tabular format (i.e., effluent dilution at different downstream distances from the diffuser) and graphically (i.e., effluent dilution, plume depth/width as a function of downstream distance).

200.4 Final Report and Review Meeting

Consultant will prepare a Draft Effluent Mixing Report required for submittal to Ecology that documents the findings of the Mixing Zone and Dye Tracer Study. The report will provide the dilution factors and model results based on validation with the dye tracer study and field velocity

profiles. Consultant will address comments from the City and produce a Final Effluent Mixing Report for submittal to Ecology.

Consultant will conduct a Draft Outfall Mixing Zone Study Report meeting to discuss the findings of the Mixing Zone and Dye Tracer Study. Comments following the Draft Study and the meeting will be incorporated into the Final Study.

City Responsibilities

- Attend the meeting with Ecology to be held prior to initiation of the effluent mixing study.
- Provide resources to assist with field investigations. The City may assist with field investigations. City will provide a minimum of 1 field supervision staff member to observe the dye tracer study, provided City staff are available.
- Open manholes as needed to access effluent for the dye tracer study.
- Participate in the dye tracer study as desired by the City.
- Attend the Draft Outfall Mixing Zone Study Report meeting.
- Provide comments on the Draft Effluent Mixing Report.

Assumptions

- The Kickoff Meeting will be held in person at the RPWRF. This effort is assumed to be three hours in length and will be attended in person by up to two Consultant staff members. HDR will prepare the agenda and summary notes
- The scope includes conducting the Dye Tracer Study as described in the Effluent Mixing and Dye Tracer Plan of Study submitted to Ecology on August 1st, 2023. If Ecology adds requirements to that procedure during their review, this scope is subject to amendment.
- It is assumed the Report will be no more than 20 pages in length, each page being a single side. This is inclusive of graphics and tables. Appendices are not included in this total.
- The meeting with Ecology will be attended by up to 2 Consultant staff and is assumed to be 2 hours in duration. It is assumed that this meeting will be in-person in the Department of Ecology Spokane regional office or at City offices. A virtual meeting is also acceptable.
- The Draft Report meeting with the City will be conducted in-person at the RPWRF, will be 1 hour in length, and attended by up to 2 Consultant staff.
- Comments from the City on the Draft Effluent Mixing Report will be provided in one consolidated set electronically and no later than 2 weeks after submittal.
- Equipment to be provided by the Consultant for the dye tracer study includes:
    - Two vessels (RV MJ2 14’ Boat and Work Skiff)
    - YSI EXO units (2) and peristaltic feed pump
    - RDI ADCP and frame
    - Trimble 461 GPS
    - Rhodamine dye

- The fieldwork crew will observe the equipment on the start of day 1 and day 2 of the fieldwork and if found unsafe, inadequate, or otherwise not appropriate to conduct the fieldwork, the fieldwork will be rescheduled, and this scope is subject to amendment.

Deliverables

- Draft Mixing Zone and Dye Tracer Study Report (e-file, PDF)
- Final Mixing Zone and Dye Tracer Study Report (e-file, PDF)

Task 300 Trace Metals Study

The purpose of this task is to assist the City in conducting the Receiving Water Trace Metals, pH, dissolved oxygen, TSS, hardness, temperature, pH, salinity, total mercury, methylmercury, and arsenic (As). The samples also need to be analyzed for the total and dissolved fractions of zinc, copper, lead, silver (Ag), cadmium, nickel (Ni), and chromium (Cr) as required by Section S12 of the discharge permit. Ten (10) receiving water samples that reflect seasonal variation in concentration will be collected and analyzed.

HDR Services

300.1 Sampling Coordination and Technical Assistance

Consultant will provide general sampling coordination and technical assistance services. These services include assisting the City in evaluating historical data to assist in selecting representative times to sample, answering general sampling protocol questions, and conducting an initial field sampling protocol training with the City.

The field sampling protocol training will be led by the Consultant and will include training for City staff on the sampling locations, protocols, and logistics required to satisfy the stipulations in the approved Receiving Water Trace Metals and pH Study QAPP. The training will include emphasis on “clean hands/dirty hands” sampling and analysis methods as described in EPA Method 1669.

The hours for Consultant sampling coordination and technical assistance are limited to those listed in the assumptions below.

It is understood that the City may elect to conduct sampling for the remaining duration of the trace metals sampling timeframe. Consultant staff hours are included to conduct field sampling should that be required.

300.2 Data Quality RPWRF and Evaluation

Consultant will evaluate the sampling results received from the City (via email) after RPWRF field sampling event. Following field sampling, Consultant will review preliminary results of sampling and verify that data management and data quality RPWRF procedures have been followed in accordance with the QAPP. Consultant will discuss the results of the sampling analysis and project progress with the City via teleconference to verify the methods and results.

300.3 Memo and Meetings with Ecology

After ten samples have been collected and analyzed, Consultant will prepare a TM summarizing the results of the data collection. Consultant will submit a draft version of the memo to the City for review, will incorporate City comments, and will produce a final memo. Consultant will meet with Ecology and the City to discuss the results from the first ten samples and discuss RPWRF implications for collecting additional samples for the Study. Consultant will produce meeting notes summarizing the items discussed during the meeting.

After sampling is completed, Consultant will meet with Ecology and the City again to discuss the findings from the study. The Draft Trace Metals Study Report will be available for this meeting (refer to final report subtask).

300.4 Final Report and Review Meeting

Consultant will prepare a Draft Trace Metals Study Report required for submittal to Ecology that documents the findings of the study and when the data was loaded into EIM. Consultant will address comments from the City and produce a Final Effluent Mixing Report for submittal to Ecology.

Consultant will conduct a Draft Trace Metals Study Report meeting to discuss the findings of the Trace Metals Study. Comments following the Draft Study and the meeting will be incorporated into the Final Study.

City Responsibilities

- City will contract with Brooks Applied Labs to conduct the analysis of the samples.
- Provide sampling equipment required for the sampling procedures outlined in the approved QAPP (including RPWRF sample materials from the contracted laboratory).
- Conduct shipping/transport of samples, including payment for shipping of samples.
- Attend the sampling protocol training on site at the RPWRF outfall and receiving waterbody collection points.
- Attend meetings with Ecology.
- Provide comments on the Draft Memo.
- Attend the Draft Trace Metals Study Report meeting and provide comments on the Draft Report.
- City will load data into Ecology's EIM.

Assumptions

- Biotic Ligand Modeling (BLM) is not included in the scope of services.
- Sampling protocol training will be conducted on-site at the RPWRF outfall, will last for a full day (8 hours), and will be attended by up to 3 Consultant staff. Travel expenses are included for Consultant staff outside of Spokane.
- Each of 10 assumed sampling events is budgeted for 8 Consultant staff hours.
- In-vessel operations are not included in this task.

- Consultant will evaluate data from 10 sampling events. 3 hours of Consultant staff time for evaluation of data have been provided per sampling event.
- Additional sampling events beyond those assumed above will be considered as additional services.
- The Technical Memorandum (TM) will be up to 3 pages in length. This page count does not include appendices.
- The first meeting with Ecology will be attended by up to 2 Consultant staff and is assumed to be 2 hours in duration. It is assumed that this meeting will be in-person in the Spokane Ecology regional office or at City offices. A virtual meeting is also acceptable.
- The second meeting with Ecology will be attended by up to 2 Consultant staff and is assumed to be 2 hours in duration. It is assumed that this meeting will be in-person in the Spokane Ecology regional office or at Spokane City offices. A virtual meeting is also acceptable.
- The Draft Report meeting with the City will be conducted in-person at the RPWRF, will be 1 hour in length, and attended by up to 2 Consultant team members.
- The Final Report and Review Meeting with the City will be conducted in-person at the RPWRF, will be 1 hour in length, and attended by up to 2 Consultant team members.

Deliverables

- Draft Year-End Memo (e-file, PDF)
- Final Year-End Memo (e-file, PDF)
- Draft Trace Metals Study Report (e-file, PDF)
- Final Trace Metals Study Report (e-file, PDF)

Schedule

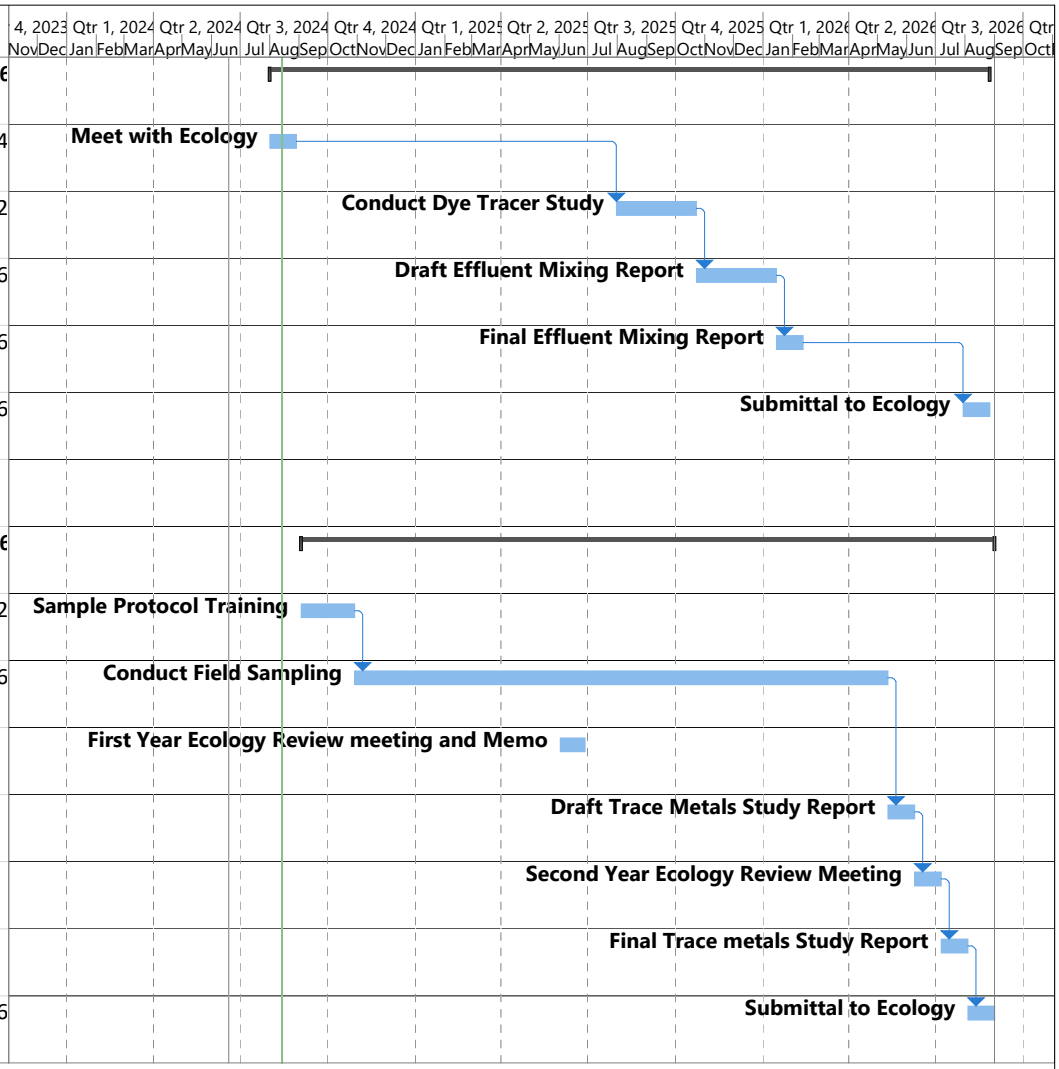
See Exhibit B for schedule.

Fee

Task	Description	Hours	Subconsultants	Total
Task 100	Project Management	89		$17,689
Task 200	Mixing Zone and Dye Tracer Study	303	$22,189	$84,765
Task 300	Trace Metals Study	261		$43,788
	Totals	**653**	**$22,189**	**$146,242**

EXHIBIT B

ID	Task Name	Duration	Start	Finish
1	**Mixing Zone and Dye Tracer Study**	**540 days**	**Thu 8/1/24**	**Wed 8/26/26**
2	Meet with Ecology	1 mon	Thu 8/1/24	Wed 8/28/24
3	Conduct Dye Tracer Study	3 mons	Thu 7/31/25	Wed 10/22/2
4	Draft Effluent Mixing Report	3 mons	Thu 10/23/25	Wed 1/14/26
5	Final Effluent Mixing Report	1 mon	Thu 1/15/26	Wed 2/11/26
6	Submittal to Ecology	1 mon	Thu 7/30/26	Wed 8/26/26
7				
8	**Trace Metals Study**	**520 days**	**Tue 9/3/24**	**Mon 8/31/26**
9	Sample Protocol Training	2 mons	Tue 9/3/24	Mon 10/28/2
10	Conduct Field Sampling	20 mons	Tue 10/29/24	Mon 5/11/26
11	First Year Ecology Review meeting and Mem	1 mon	Mon 6/2/25	Fri 6/27/25
12	Draft Trace Metals Study Report	1 mon	Tue 5/12/26	Mon 6/8/26
13	Second Year Ecology Review Meeting	1 mon	Tue 6/9/26	Mon 7/6/26
14	Final Trace metals Study Report	1 mon	Tue 7/7/26	Mon 8/3/26
15	Submittal to Ecology	1 mon	Tue 8/4/26	Mon 8/31/26



Project: Project Schedule.mpp
Date: Wed 8/14/24

Task		Inactive Task		Manual Summary Rollup		External Milestone	
Split		Inactive Milestone		Manual Summary		Deadline	
Milestone		Inactive Summary		Start-only		Progress	
Summary		Manual Task		Finish-only		Manual Progress	
Project Summary		Duration-only		External Tasks			

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 09/09/2024 **Committee Agenda type:** Discussion		**Date Rec'd**	8/27/2024
		Clerk's File #	OPR 2024-0825
		Cross Ref #	
Council Meeting Date: 09/30/2024		**Project #**	
Submitting Dept	HISTORIC PRESERVATION	**Bid #**	
Contact Name/Phone	MEGAN 6543	**Requisition #**	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	JBINGLE ZZAPPONE KKLITZKE		
Agenda Item Name	0470 – HOTEL COLLINS NOMINATION TO THE REGISTER OF HISTORIC PLACES		

Agenda Wording

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Hotel Collins at 701 W 2nd Avenue was constructed in 1910 and has

Summary (Background)

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Hotel Collins at 701 W 2nd Avenue was constructed in 1910 has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Narrative

Property listing on the Spokane Register of Historic Places does not have a direct impact on City revenues or expenses.

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

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

has been signed by the owners.

Summary (Background)

Approvals		Additional Approvals	
Dept Head	DUVALL, MEGAN		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ORLOB, KIMBERLY		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List

	Lcamporeale@spokanecity.org
mduvall@spokanecity.org	akiehn@spokanecity.org

Committee Agenda Sheet
Urban Experience Committee

Committee Date	9/9/2024
Submitting Department	Historic Preservation
Contact Name	Megan Duvall
Contact Email & Phone	mduvall@spokanecity.org
Council Sponsor(s)	CM Zappone; CM Klitzke; CM Bingle
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5 min
Agenda Item Name	0470 – HOTEL COLLINS NOMINATION TO THE REGISTER OF HISTORIC PLACES
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Hotel Collins at 701 W 2nd Avenue was constructed in 1910 has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

Fiscal Impact

Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Total Cost: 0

Current year cost:

Subsequent year(s) cost:

Narrative: Property listing on the Spokane Register of Historic Places does not have a direct impact on City revenues or expenses.

Funding Source ☐ One-time ☐ Recurring ☒ N/A

Specify funding source: Select Funding Source*

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

Expense Occurrence ☐ One-time ☐ Recurring ☒ N/A

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

Properties listed on the Spokane Register are subject to design review in the future which does generate revenue through small fees. Tax incentives are available to listed properties and also can generate future revenue.

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

What impacts would the proposal have on historically excluded communities?

This contract would have no meaningful impact 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?

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

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

The Historic Preservation Office's primary responsibility is to protect historic properties and neighborhoods in Spokane. The more properties that are listed on the Spokane Register, the more ability we have to offer incentives that help keep those properties viable and in use. As we list additional properties, we increase our ability to protect Spokane's historic resources.
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? **SMC 04.35.010 Spokane Historic Landmarks Commission Findings and Purpose**: The City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity. **Comprehensive Plan Goals** **DP 1.1: Landmark Structures, Buildings, and Sites** Recognize and preserve unique or outstanding landmark structures, buildings, and sites. **DP 3.3: Identification and Protection of Resources** Identify historic resources to guide decision making in planning. **DP 3.11: Rehabilitation of Historic Properties** Assist and cooperate with owners of historic properties to identify, recognize, and plan for the use of their property to ensure compatibility with preservation objectives. **N 2.4: Neighborhood Improvement** Encourage revitalization and improvement programs to conserve and upgrade existing properties and buildings.

Findings of Fact and Decision for Council Review to the Nomination to the Spokane Register of Historic Places

Hotel Collins – 701 W 2nd Avenue

FINDINGS OF FACT

1. **SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**

- Originally built in 1910; the Hotel Collins meets the age criteria for listing on the Spokane Register of Historic Places.

2. **SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).**

- The Hotel Collins in Spokane, Washington, is a well-executed example of a Single Room Occupancy (SRO) hotel and was constructed during a period when numerous SROs were built to house a growing working-class population in the city. Completed in 1910, the Hotel Collins is significant under Category A in the area of significance of Commerce for its association with the broad patterns of commercial development in downtown Spokane.
- It is also significant under Category C, Architecture as a representation of the SRO property type.
- The site on which D. C. Collins had the Hotel Collins building constructed had previously been known as the Drumheller Site and had sold a number of times in the preceding decades. D.M. Drumheller had acquired the property and built a residence on it by 1885, but then sold it to Clara Price for $5,500 in 1888. Collins purchased the property on Second and Wall for $50,000 from a Union Trust Company trustee in 1909 with plans to build a 4-story building at a cost of around $60,000.
- The architect for the building was C. Harvey Smith. Charles Harvey Smith—known professionally as C. Harvey Smith—was born in Ottawa, Kansas, on May 7, 1868, to parents Hugh Andrew Smith and Rosalind Smith. He grew up in Bethany, Illinois, and briefly worked for his building contractor father after he finished high school. By the late 1880s he had moved to Spokane, though, and worked as a carpenter. By 1903 he advertised his services as an architect, aligning with the period of intense rebuilding for the central business district. He formed a brief partnership with W. W. Hyslop, then with James S. Arnot, before moving into independent practice by 1907. Smith's work was prolific in Spokane and the surrounding region, even in neighboring Idaho.
- George Groshoff worked as a contractor and brick mason in Spokane and the surrounding region. Born in Indiana in October of 1865, Groshoff arrived in Spokane in 1889 via St. Paul, Minnesota. He started building residences, including his own, in the Peaceful Valley neighborhood of Spokane, with three on West Main Avenue (1607, 1604, and 1608). After the 1889 fire—and the need for masonry construction—Groshoff got work building the Spokesman-Review Building and the County Courthouse. After opening his own contracting business, he built the Armory, Sacred Heart Hospital, Our Lady of Lourdes Cathedral, the Colonial and Del Rey buildings, and the Hotel Collins.
-

3. **SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association."** *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance…it is not necessary for a property to retain all its historic physical features…the property must retain, however, the essential physical features that enable it to convey its historic identity."*

- The Hotel Collins retains good integrity of location, design, materials, and workmanship to convey its historic character from the period of significance. Designed and built as an SRO, it retains a largely intact upper floor configuration, exterior architectural detailing, fenestration patterns, and intact direct walk-up stairways, and some storefronts.

4. **Once listed, this property will be eligible to apply for incentives, including:**
   Special Valuation (property tax abatement), Façade Improvement Grants, Spokane Register historic property plaque, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission found the **Hotel Collins** eligible for listing on the Spokane Register under **Category A for its association with early SROs in downtown Spokane and Category C – Architecture as a representation of the SRO property type** at a public hearing on 8/21/2024.

After Recording Return to:
City of Spokane Clerk
808 W Spokane Falls Blvd
Spokane, WA 99201

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

RAILROAD ADD L5 B34

Parcel Number(s) **35192.2204**, *is governed by a Management Agreement between the City of Spokane and the Owner(s),* **SCHMAUTZ, STEVE & TRESA/SCHMAUTZ FAMILY II LLC**, *of the subject property, The Hotel Collins.*

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on September 23, 2024 *. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No.*_____.

I certify that the above is true and correct.

Spokane City Clerk

Dated: _____

Historic Preservation Officer

Dated: *8/21/24*

City Clerk No.**OPR 2024-0825**

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **21** day of **August 2024**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Steve & Tresa Schmautz, Schmautz Family II, LLC** (hereinafter "Owner(s)"), the owner of the property located at **701 West 2nd Avenue** commonly known as the **Hotel Collins** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission') is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

(A) demolition;

(B) relocation;

(C) change in use;

(D) any work that affects the exterior appearance of the historic landmark; or

(E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

_____	_____
Owner	Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER	**CITY OF SPOKANE**
_____	_____
Megan M.K. Duvall	City Administrator

ATTEST:

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____,to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____(he/she/they) signed the same as _____ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2024.

_____

Notary Public in and for the State
of _____, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, CITY ADMINISTRATOR and TERRI L. PFISTER, to me known to be the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2024.

_____

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires_____

Attachment A

NONE

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Spokane Register of Historic Places Nomination

Spokane City/County Historic Preservation Office, City Hall, Third Floor
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337

1. Name of Property

Historic Name: Hotel Collins

And/Or Common Name: Collins Hotel, Collins Apartments

2. Location

Street & Number: 202-212 South Wall Street (701-705-1/2 West Second Avenue)
City, State, Zip Code: Spokane, WA 99201
Parcel Number: 35192.2204

3. Classification

Category	Ownership	Status	Present Use	
☒building	☐public ☐both	☐occupied	☐agricultural	☐museum
☐site	☒private	☒work in progress	☒commercial	☐park
☐structure			☐educational	☒residential
☐object	**Public Acquisition**	**Accessible**	☐entertainment	☐religious
	☐in process	☒yes, restricted	☐government	☐scientific
	☐being considered	☐yes, unrestricted	☐industrial	☐transportation
		☐no	☐military	☐other

4. Owner of Property

Name: SDS Realty, Inc., Attn: Steve Schmautz
Street & Number: 108 North Washington Street
City, State, Zip Code: Spokane, WA 99201
Telephone Number/E-mail: 509.939.6260/Steve@sdsrealty.com

5. Location of Legal Description

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number:	1116 West Broadway
City, State, Zip Code:	Spokane, WA 99260
County:	Spokane

6. Representation in Existing Surveys

Title: DAHP 2018-02-01189 and 2022-09-06494
Date: 7/30/2018, 9/28/2022 ☐Federal ☒State ☐County ☐Local
Depository for Survey Records: Spokane Historic Preservation Office; WISAARD

7. Description

Architectural Classification	Condition	Check One
	☐excellent	☐unaltered
	☒good	☒altered
	☐fair	
	☐deteriorated	**Check One**
	☐ruins	☒original site
	☐unexposed	☐moved & date _____

Narrative statement of description is found on one or more continuation sheets.

8. Spokane Register Categories and Statement of Significance

Applicable Spokane Register of Historic Places category: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:

☒A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.

☐B Property is associated with the lives of persons significant in our past.

☒C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

☐D Property has yielded, or is likely to yield, information important in prehistory history.

☐E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

Narrative statement of significance is found on one or more continuation sheets.

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property: Less than 1 acre (0.18)

Verbal Boundary Description: The nominated area is located in the SE ¼ of the NE ¼ of the NW ¼ of Section 19 Township 25 North, Range 23 East in Spokane County, Washington, and legally described as Lot 5 of Block 34 of the plat of the Railroad Addition, City of Spokane, Washington recorded January 20, 1881, volume "D" of Plats, page 82, Records of Spokane County, State of Washington. It is otherwise identified as within and all of tax lot 35192.2204.

Verbal Boundary Justification: Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title: Katie Pratt, Co-founder, and Spencer Howard, Co-founder
Organization: Northwest Vernacular, Inc.
Street, City, State, Zip Code: P.O. Box 456 Bremerton, WA 98337
Telephone Number: 360.813.0772
E-mail Address: spencer@nwvhp.com
Date Final Nomination Heard: 8/21/2024

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

_____

_____

14. For Official Use Only:

Date nomination application filed: _____

Date of Landmarks Commission Hearing: _____

Landmarks Commission decision: _____

Date of City Council/Board of County Commissioners' hearing: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.

_____

Megan Duvall **Date**
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Attest: Approved as to form:

_____ _____
City Clerk Assistant City Attorney

SUMMARY STATEMENT

The Hotel Collins is a three-story, two-part block form building with an L-shaped plan. The plan insets from the west property line to provide a light well and rear doorways for first floor commercial spaces. The light well does not extend through to West Second Avenue, creating the L-shaped plan. A stone foundation supports the first story cast iron post and beam (north and east facades) and the unreinforced brick masonry structure. There is an added metal fire escape at the south end of the building. Storefronts extend along the east and north facades. The building features a flat roof with perimeter parapets. Window openings have vinyl replacement sash with brick arches and subsills. The interior layout consists of first floor commercial space. A full basement provides mechanical and storage space. Apartments occupy the second and third floors. Vertical circulation consists of a central stairway (from South Wall Street) and a northwest stairway (from West Second Avenue) for apartment access, both of which are directly accessible from street level. The northwest stairway also provides roof access.

The floor layout is identical on both the second and third floors. Each floor has a main double loaded hallway, placed west of center, extending the length of the floor. A short east-to-west hallway connects to the northwest stairway. Along the east side of the main hall, unit doorways are set back at the ends of short branch hallways. At the center of each floor, the open space from former shared men's and women's bathrooms remains west across the main hallway from the central stairwell.

Significant features include the exterior facades; stone, cast iron, and brick construction; original storefronts at the south end of the east facade; fenestration; flat roof with parapet; central and northwest stairways including wood newels, balusters, steps, stringers, and railings; central, connecting, and branch hallways; apartment unit layout; interior upper floor finishes that include Douglas fir flooring, tall wood base, wainscot cap, corner moldings, wood doorway and window casings, and plaster wall and ceiling finish. The building remains in good condition and retains a high level of architectural integrity. Original design, materials and workmanship remain evident throughout the building interior and exterior, reflective of the period of construction and conveying the original single room occupancy (SRO) function. The building remains in its original location. The front east and north facades, direct walk-up stairways, and second and third floor layouts convey the key aspects of original design, association, and feeling, communicating how and why the building was used.

DESCRIPTION OF PROPERTY

The building faces north and east. The site is a single corner tax lot enabling two front street-facing facades. Most of the rear west facade is inset (4 feet 10 inches) from the property line. This provides a light well and forms the building's

Figure 1. Northeast corner.

narrow L-shaped plan. West Second Avenue extends along the front north side of the property, with South Wall Street along the front east side. A paved alley runs along the rear south side between South Wall Street and South Post Street. The Doran Building (built 1920, City of Spokane Register listed) at 707 West Second Avenue abuts the property's west side. Sidewalks extend along the north and east sides of the building. Small areaways, near the middle of the north and the east facades, extend below the sidewalk. Replacement steel framing supports the sidewalk at these locations.

The site's setting is within a narrow commercial strip located south of Spokane's central business district. The strip is bounded on the north and west by the railroad lines. North of the nominated property, the railroad lines lie between West Second and West First avenues. Interstate 90 defines the south edge. South of the nominated property, the interstate is generally between West Third and West Fourth avenues. This setting includes other similar residential and mixed-use buildings. There is a residential only apartment building (ca. 1908) across the street at 225 South Wall Street. There are several mixed-use (first floor commercial and upper story residential) buildings within a block of the nominated property. These include the apartments at 224 South Howard Street (ca. 1908), Metropole Apartments at 1781/2 South Howard Street (ca. 1901, Spokane Register listed), 608 West Second Avenue (ca. 1906), 174 South Howard Street (ca. 1923), the Boothe-McClintock Building at 165 South Post Street (ca. 1899, Spokane Register listed), and the Bump Block-Bellevue House-Hawthorne Hotel at 206 South Post Street (ca. 1890, Spokane and National Register listed).

A perimeter rubble basalt stone foundation supports the three-story cast iron and load-bearing brick masonry structure. Spread footings support the interior wood post and beam structure. Cast iron post and I-beam framing (manufactured by Union Iron Works, Spokane) comprises the first story structure along the building's east and north facades. There is a single cast iron column at the northeast corner. Load bearing brick masonry comprises the south, west, and upper stories of the east and north facades. Brick wall thickness decreases from 20 inches at the first story, stepping in approximately a brick's width (4 inches) at each story. South and west walls are common bond (tan-yellow color bricks), with the bond bricks every seventh course. East and north facades have an outer wythe of veneer brick (dark red and white) over the inner common bonded brick (red-salmon and tan-yellow colors, bond course spacing varies). Decorative brick corbeling projects at the first to second story transition (belt course) and at the parapet on the east and north facades, with returns on the south alley facade at the southeast outer building corner. The parapet consists of a frieze and projecting cornice. The belt course consists of row lock upper cornice, central raised panel, and lower row lock band. Projecting bricks at both the belt course and parapet are white. Alterations include the added metal frame at southeast corner and northeast corners for former signage; added data cables and surface-mounted conduit; the added metal fire escape with second and third story landings, a connecting metal stairway, a cantilevered lower stairway, and a metal ladder to the rooftop. The fire escape is through-bolted to the masonry wall.

Figure 2. Cast iron pedestal detail showing factory stamp.

The cast iron posts have tall pedestals (matching bulkhead height) with a tall recessed upper panel, and a narrow capital and architrave at the top of each post. The unfluted column (Tuscan order or similar) has a plain base and capital. This column supports the outer ends of the steel beams. The design of the posts and

Figure 3. East facade, cast iron post (left edge of photo) and cast iron column (right edge of photo) view.

column spacing prioritizes the equal spacing of eight (east facade) and three (north) bays (16 to 17 feet). Due to the cast iron I-beam that they carry, for load-bearing purposes the alignment between the posts and the upper story brick masonry sections is not needed. Wood posts and beams support the interior wood joist floor framing. The cast iron posts and the column remain intact.

A flat roof with perimeter parapets shelters interior spaces. There is a 3-to-4-foot tall, insulated crawl space between the third-floor ceiling and the roof. Composite sheet type roofing covers the roof and extends up the inner parapet face. Sheet metal coping extends along the top of the parapets. Multiple mechanical and plumbing vents extend up through the roof. A hipped roof replacement skylight covers the third-floor light well at the central stairway. A plywood cover with a domed replacement skylight covers the former north lightwell that extended down to the second floor. Added mechanical systems extend up through this light well. A wood frame northwest stairway enclosure above the parapet is clad with the same roofing material. A flush panel replacement metal door on the south side provides interior access. Alterations include new roofing; multiple added rooftop mechanical units and vents; a new skylight; and enclosure of the former north light well.

Figure 4. Roof, looking northwest.

Fenestration consists of regularly spaced windows on each facade and storefronts along the east and north facades. All sills consist of a cement cap applied to the rowlock brick. Interior finishes at the second and third story apartment and hallway windows consist of wood casings, stool with horns

(extensions beyond casings), apron, and a header with a lower fillet and projecting cap molding.

The front north and east facades each feature windows at the second and third stories. Second story openings each have a flat jack arch header comprised of white bricks with a prominent central key and alternating brick heights along the top of the header. There is an interior row lock segmental relieving arch behind each jack arch. The upper projecting rowlock brick band on the belt course serves as a continuous sub sill. Third story openings each have the same header as the second story but with a continuous height along the top of the header. Row lock, white brick lug sub-sills project at each opening with white brick corbels below the sub-sill at the outer edges of the masonry opening to provide a visual extension to the brick moldings. Replacement vinyl 1:1 sashes are recessed within each masonry opening. Vinyl, square profile brick moldings extend along the jambs and soffit at each opening. Alterations include replacing windows and brick moldings with vinyl.

The south facade consists of a single first story window opening flanking the south entrance, with multiple second and third story windows (along the alley and within the areaway). Openings have segmental arched, row lock brick headers.

Figure 5. Southeast corner.

Figure 6. Second and third story windows detail.

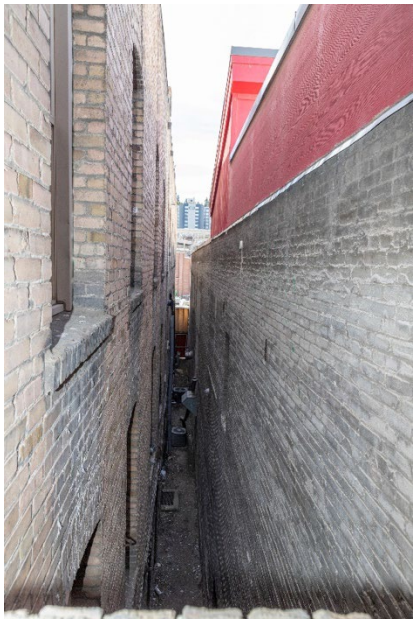


Figure 7. Light well, looking south from the third floor.

Row lock slip sub-sills project at each opening. Plywood infills the first story opening, which is also missing part of the brick sub-sill and wall below the opening. Within the upper story windows, replacement vinyl 1:1 sashes are recessed within each masonry opening. Vinyl, square profile brick moldings extend along the jambs and soffit at each opening. Alterations include replacing windows and brick moldings with vinyl and infilling the first story opening.

The west facade consists of multiple basement, first, second, and third story windows within the light well. Basement sashes are four-light, wood awning sashes with a thumb latch closure. First through third story openings have segmental arched, row lock brick headers with interior arched wood blocking infilling above window headers. Row lock slip sub-sills project at each opening. Plywood infills the first story openings. Within the upper story windows, replacement vinyl 1:1 sashes are recessed within each masonry opening. Vinyl, square profile brick moldings extend along the jambs and soffit at each opening. Alterations include replacing

windows and brick moldings with vinyl, installing mechanical systems through and infilling basement openings, infilling the first story openings, installing interior privacy glass panels at the former shared bathroom window locations on the second and third floors, and removing interior casings and stools at first story openings.

Commercial storefronts within each bay on the north and east facades consist of low bulkheads, display windows, entrances, and transoms. Wood bulkheads at the south three bays (212, 210, and 208 storefronts) have flat fields bordered by narrow top and bottom moldings. Horizontal panels within each bulkhead are defined by narrow raised moldings. Outer bulkhead corners have corner moldings. A thick, rectangular cross section sill extends along the top of the bulkheads below the display windows. Wood bulkheads at the 206 storefront have wood stiles and rails around panel with beveled edges leaving the center raised. Wide sills extend above these panels. Wood bulkheads at the north four bays on the east facade and the easternmost north facade bay have been rebuilt with wide raised moldings to create the panels and wide trim boards around each panel. The two west north facade bays have replacement stucco clad bulkheads.

Figure 8. 212 South Wall Street storefront, showing original design.

The interior bulkhead faces mostly consist of flush plaster. The 206 entrance has raised wood panels matching those on the exterior. Display windows consist of plate glass and replacement insulated glazing units with wood stops and thin wood mullions having a raised center bead. A narrow wood transom bar extends across each bay, with six transom lights (four at the northeast corner storefront) separated by slender wood muntins. Recessed entrance enclosures occur at 212 and 210 South Wall Street and 701 and 705 West Second Avenue. Alterations include added light fixtures mounted above each cast iron post on the east facade and associated surface-mounted conduit; the infilling of transoms and rebuilding of bulkheads and display windows at the 703 and 705 storefronts; the

rebuilding of bulkheads at the four north bays on the east facade and the 701 storefront; installation of temporary protection at some display windows; replacing plate glass with insulated glazing units at some units; and replacement mullions at 208.

Primary entrances consist of the apartment and storefront entrances and are listed below, starting with the north facade:

- 701 West Second Avenue: The recessed northeast corner entrance; a replacement single unglazed metal door with a narrow transom. A concrete walkway leads to the doorway. The canted entrance sides consist of low replacement bulkheads with replacement stucco clad upper panels. Stucco covers the soffit and upper wall portions above the transom bars. A pendant light fixture provides illumination for the entrance.

- 703 West Second Avenue (former): Alterations infilled this former doorway with display windows and a low bulkhead.

- 705 West Second Avenue: A recessed, canted entrance with a single replacement door. Temporary protection covers the entrance.

- 705 1/2 West Second Avenue: A replacement single glazed metal door with a square upper light. The original paneled transom bar remains above the doorway, along with the original two-light wood transom. Narrow wood brick moldings wrap the exterior opening. Alterations installed temporary protection over the doorway and painted out the transom.

Figure 9. 705-1/2 West Second Avenue entrance.

- 202 South Wall Street: A replacement single unglazed metal door with a narrow transom.

- 204 South Wall Street: A replacement single glazed anodized aluminum door and two-light side light. A replacement fixed transom spans the doorway and side light.

- 206 South Wall Street (former): Alterations infilled this former doorway

with display windows and a low bulkhead.

- 208 South Wall Street (former): Alterations infilled this former doorway with display windows and a low bulkhead.

- 210 South Wall Street: A replacement single glazed anodized aluminum door and single light side light. The recessed wood frame entrance enclosure remains on the interior, behind the added door and side light.

- 212 South Wall Street: A recessed, canted entrance with a single glazed metal replacement door and a V-groove board soffit. Added T1-11 above an original baseboard is the exterior finish on the north side of the entrance. A concrete walkway leads to the doorway.

Secondary entrances consist of doorways from the alley and light well providing service access to commercial spaces.

- The alley entrance consists of a replacement unglazed metal door set in a replacement wood frame. Original wood brick moldings wrap around the doorway. The transom has been infilled. A concrete step transitions down to the alley. The masonry opening has a row lock brick segmental arch header. There is an added metal security door on the interior and an added exterior light above the doorway.

- Service access entrances to commercial spaces consist of paneled wood doors with transoms. Some doors are glazed and others unglazed. Each masonry opening has a row lock brick segmental arch header. Transoms have all been infilled with mechanical ducting or solid fill. Glazing at doors has been replaced with wood sheeting. Most casings have been removed. An added wood frame enclosure at the south end of the light well consists of a single door with T1-11 clad infill above to limit unauthorized access to the light well space.

Vertical Circulation
Circulation between floors within the building consist of two primary stairways, the central and northwest stairways.

- The central stairway provides access from the basement to the third floor. A direct walk-up flight, with intermediate landings, ascends from South Wall Street to the second floor. A quarter-turn stairway continues from the second to third floor. A quarter-turn stairway descends from the first floor to the basement. These flights of stairs are stacked above one another. The basement and first floor stairwells are enclosed with plaster finished walls. The second to third floor is open with paneled newels and an open

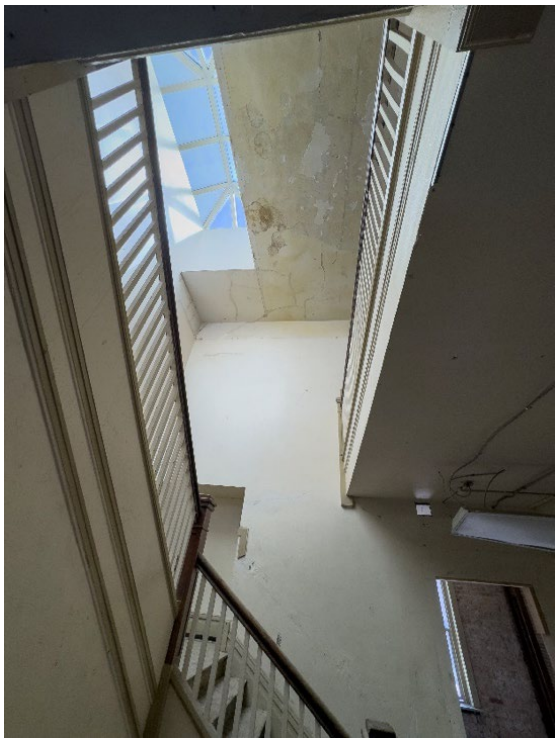


Figure 11. Central stairway looking up from the second floor at the sky light.

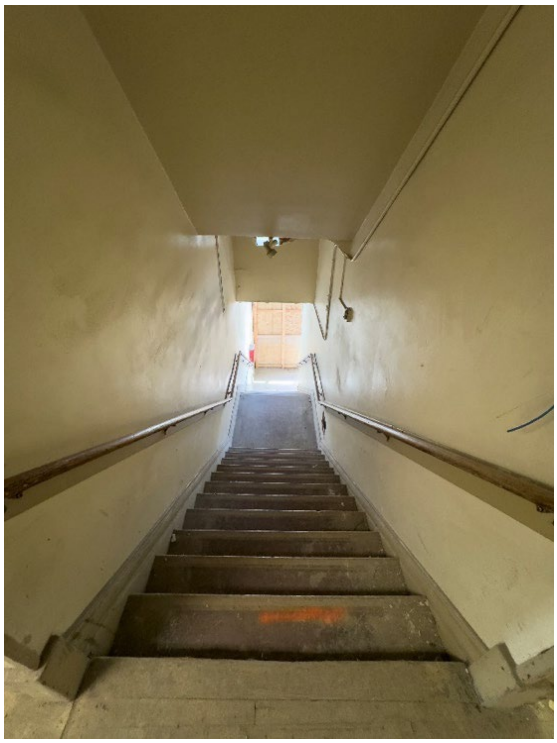


Figure 12. Central stairway, looking down from the second to the first floor.

Figure 10. Central stairway, second floor, looking north showing original materials.

baluster railing. Stringers match the baseboard design and treads and risers are wood. Round wood hand railings extend along both sides of the stairwells. Alterations cut off the end of the circle end starting step at the first floor; added a surface-mounted conduit within the stairwell; and added composite coverings over the risers and treads

- The northwest stairway provides access from the first floor to the roof. A quarter-turn stairway with intermediate landings and winders at the upper direction change provides access from West Second Avenue to the second floor. A direct flight ascends from the second to third floor. A quarter-turn flight with winders at the upper direction change provides access from the third floor to the roof. The lower flights from West Second Avenue to the second floor are placed along the building's outer west edge. The upper flights are offset west of and perpendicular to these, along the north side of the east to west hallway on each of the upper floors. These upper flights are stacked vertically. The first-floor stairwell is enclosed with plaster finished walls. The second floor, third floor, and roof access stairwells are open. Each has paneled newels, an open baluster railing, a circle end starting step, and a closed stringer.

Figure 13. Northwest stairway looking up from the second floor (right).

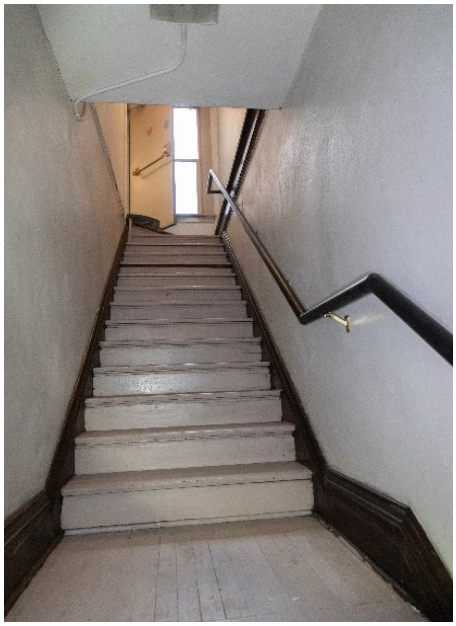


Figure 14. Northwest stairway, looking up from the 705-1/2 West Second Avenue entrance

Secondary connections between the first floor and basement include the following:

- Freight lift and short flight of stairs at the south end of the former 705 West Second Avenue space. Wood framing supports the freight lift, which has an elevator pit and cable pulley system for operation. The lift descends to a wood

frame flooring area originally used for storage. A door in the first floor originally opened to a steep set of open riser stairs that descended to this portion of the basement. Alterations have closed off the door and installed mechanical ducting through the space.

- Direct flight of replacement wood stairs descending from the 212 South Wall Street commercial space to a basement storage area. Replacement wood stud and gypsum board finishes enclose the stairwell at the first-floor level.

- Two direct flights of replacement wood stairs descending from the 202 South Wall Street commercial space to the basement. These are both open riser wood stairs. Alterations have closed off the openings at the first-floor level.

Basement
Interior layout consists of a central L-shaped space enclosed with rubble stone walls with general storage volumes extending to the north and south. The central stairway descends into the L-shaped space. The building's mechanical systems are located within the north portion and electrical systems in the south portion. The mechanical space has a concrete floor, with exposed soil in the remainder of

the basement. Sections of wood flooring are built out over the soil below the 212

Figure 15. Basement, northeast corner, looking north.

South Wall Street and part of the 705 West Second commercial spaces. The foundation and floor structure are exposed throughout the basement. An added wood frame partition wall with horizontal board finishes separates the 212 South Wall Street storage area from the rest of the basement. Ducting and plumbing systems run throughout the basement below the first-floor framing.

First Floor

Interior layout consists of a central rectangular entrance lobby with commercial space volumes extending to the north and south. The central volume is one bay wide and two bays deep, defined by the central stairway and the structural column layout. Wood frame, plaster-finished walls enclose the central stairway's upper flight. Replacement gypsum board wood stud walls enclose the lower flight descending to the basement. A wood frame plaster finished wall extends along the half the length of the space's south side. The north commercial volume is four bays wide and three bays deep. Added partial height offices (four) extend along the south end of the west wall. An added oriented strand board wood stud wall extends along the westernmost two storefronts at the north end of the space. The south commercial volume is three bays deep and wide, with a single bay extending along the west side of the central volume. Added restrooms occupy the southwest corner, enclosed with gypsum board finished wood stud walls.

Figure 16. First floor, looking northeast.

Matching walls enclose a small added staff and kitchenette space off the east

side of the restrooms. A ramp descends from these spaces to the north. Alterations installed multiple flooring overlays; added a surface-mounted conduit; removed the plaster ceiling; added the restrooms and offices; and added mechanical ducting.

Second Floor

Interior layout consists of a double-loaded main hallway (6 feet -2 inches wide), placed west of center, that extends the length of the floor (140 feet). A short (15 feet- 4 inches) east-to-west hallway connects to the northwest stairway. Along the east side of the hallway, unit doorways are set back from the hallway. Short (11 feet) and narrow (3 feet 6 inches) branch hallways between the units connect to the doorways from the main hallway. All but one of the hallways angle outward at the east end to create a small diamond-shaped foyer space at the two doorways. The hallway along the north side of the central stairway has a unit door at its west end and another at its east end, without a foyer space. Within the center of each floor, the open space from former shared men's and women's bathrooms remains west across the main hallway from the central stairwell. Hallway (main, connecting, and branch) finishes consist of Douglas fir flooring, painted plaster walls and ceiling, tall wood baseboards, and a wood wainscot cap. Doorways off the hallways have plinths, casings, and cornice moldings. Wood corner beads (to wainscot cap height) protect outer wall corners. Alterations include an added electrical panel enclosure (1 foot by 7 feet) on the north side of the hallway; a surface-mounted metal conduit along the walls and ceiling; added fluorescent lighting fixtures; holes in the wall from a former drop ceiling and mechanical equipment additions within the space; added metal frames at some doorways; painting of the originally stained wood trim and casings; and added textured plaster above the wainscot cap up to the former drop ceiling height.

Figure 17. Second floor typical branch hallway.

Figure 18. Second floor, main hallway.

Apartment units are deeper (around 25 feet vs. 15 feet) and wider (around 12 feet vs. approximately 10 feet) on the east side of the floor. There are 22 units on the floor. The two east side units in the northeast

Figure 19. Second floor, showing typical unit finishes.

corner are oriented towards the north facade rather than the west facade, due to the northwest stairway placement. East side units have a main front living space along the east windows, with a rear (west) bedroom and bathroom space along main hallway wall. West side units are a single studio volume without a bathroom. Unit finishes consist of Douglas fir flooring, painted plaster walls and ceiling, and tall wood baseboards. Doorways to the main and branch hallways have plinths, casings, filet strip and header trim (without the cornice used on the hallway side). Alterations include the removal of some plaster, exposing the wood stud partition and brick masonry exterior walls; removal of some baseboard sections; removal of some casings at doorways; added flush-mounted ceiling lighting fixtures; added surface-mounted conduit at the ceilings and walls; infill of some doorways between units; and added sinks and vanities in some units; .

Third Floor

Interior layout matches the second floor. Finishes and alterations also match the second floor.

Figure 20. Third floor, main hallway.

Figure 22. Third floor, typical branch hallway.

Figure 21. Third floor, showing typical unit finishes.

ALTERATIONS

The following includes known changes to the building:

- Undated, previous alterations had combined apartment units on the east side of the main hallway to create the larger one-bedroom units, conversion of units to an office and a commons area; and conversion of one unit on the west side of the main hallway to a shared laundry room. The east side conversions involved closing off of doorways to branch hallways and opening new doorways between units. By 1998 each floor had only 19 apartments compared to the 31 units on each floor originally.

- Ca. 1956, Kirishian Carpets owner Morton Hatch hired a builder to undertake interior alterations valued at $2,500 at the 703–705 West Second Avenue commercial spaces (permit nos. 34574, B35098). The rebuilding of the storefronts at this location is attributed to this work, which was extant by 1971 based on a historic photograph.

- 1970, the Hide Out Tavern, operating out of the 701 West Second Avenue commercial space, installed (permit B75847) plywood, T1-11, wood shingles, and small fixed windows over the northeast corner entrance and over the storefronts (transoms, display windows and bulkheads) along West Second Avenue (easternmost bay) and South Wall Street (north four bays).

- 1971, based on a historic photograph, the storefront transoms along South Wall Street had been painted out.

- 1972, the Hide Out Tavern installed new bathrooms and a dishwasher (permit no. P-1117).

- 1972, owner John Burya had the transoms and hallway windows replaced with sheet rock per Fire Department requirements (permit no. B-2872).

- 1975, south fire escape installed. This fire escape was relocated from the American Legion Building, but the lower counterbalance stairway was not installed until 1984.

- 1982, owner John Ha installed three 40-gallon Rheem gas water heaters.

- 1983, the building was reroofed by G. & L. Roofing, Inc.

- 1984, owner John Ha installed a Cleaver Brooks model three steel boiler and 100 feet of 2-inch piping.

- 1993, the Spokane Kiwanis Charities, Inc. owned the building, which had

39 low-income apartment units with ground floor commercial spaces. The upper floor apartments were rehabilitated including new electrical, plumbing, floor covering, and painting work. The uncovering and reopening of storefronts and removal of paint at the other transoms is attributed to this work, based on observation of materials and the change in first floor functions. The installation of a drop ceiling in the second and third floor hallways, along with associated mechanical equipment and the painting of stained trim, is attributed to this work. A 1982 photograph showing a former resident in one of the hallways shows the former radiators, stained trim, and plaster ceiling as being extant at that time.

- 1998–2001, remodel of the first-floor commercial space to support program offices for SNAP (homeless assistance program). Construction of the four offices on the first floor and reconfiguring of the first floor layout. This work also included relocation and rebuilding of the first floor to basement stairway in the 212 South Wall Street commercial space; closing off of windows and doors along the light well at the first floor; and installing the metal framing at the areaways.

- 2004, remodeled the northeast, 701 West Second Avenue entrance.

- 2004 remodel of the front entrance for 212 South Wall Street.

- 2015 reconfiguration of the reception, waiting, and office workstations for SNAP at the 212 South Wall Street commercial space. This work removed existing walls and relocated lighting. The first-floor southwest bathrooms and associated staff space, and enclosure of the stairway to the basement at this location, are attributed to this work based on materials and location.

- 2014 remodel of the first-floor office spaces for ongoing use by SNAP.

- 2023, cleanup of the entire building, removing previously added first floor partitions from prior office functions, and removal of the former laundry and restrooms on the second and third floors.

SUMMARY STATEMENT

The Hotel Collins in Spokane, Washington, is a well-executed example of a Single Room Occupancy (SRO) hotel and was constructed during a period when numerous SROs were built to house a growing working-class population in the city. Completed in 1910, the Hotel Collins is significant under Category A in the area of significance of Commerce for its association with the broad patterns of commercial development in downtown Spokane. It is also significant under Category C in the area of significance of Architecture as a representation of the SRO property type. The Hotel Collins was built to provide lodging for workers and retains the characteristics needed to convey its historic use as an SRO. According to the Multiple Property Document, "Single Room Occupancy Hotels in the Central Business District of Spokane, WA, 1900-1910, SROs are,

> *[U]nreinforced masonry structures of two or more stories, with commercial bays on the ground or street level, and the upper floors consisting primarily of single rooms without baths, with a limited number of rooms with baths.*[1]

The hotel's period of significance begins and ends in 1910 when the building was constructed.

HISTORIC CONTEXT

The Hotel Collins is located in the Central Business District of Spokane, WA. This neighborhood was established by the 1880s, but grew significantly with new, masonry development after the Great Fire of 1889 between 1890 and 1910.

Central Business District and the 1900s Building Boom

The area that is now known as the City of Spokane has been home to the Spokane Tribe of Indians, an Interior Salish speaking tribe, for thousands of years. The area's rivers, notably the Spokane River, were key to their way of life as they provided both food and transportation. They lived in the upper Columbia Plateau, along the shores of the Spokane and Columbia rivers and their tributaries within a territory spanning approximately 3 million acres. They hunted, fished, gathered, and traded within their lands, living a semi-nomadic lifestyle following a seasonal cycle for subsistence.[2] They wintered along the rivers and then set up temporary residences during the other seasons as they traveled. The arrival of White Euro-Americans in the region profoundly impacted their lifeways, particularly once the American Corps of Discovery traveled through the region in

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[1] Craig Holstine, "Single Room Occupancy Hotels in the Central Business District of Spokane, WA, 1900-1910," National Register of Historic Places Multiple Property Documentation, 1993, Section E, page 1, https://npgallery.nps.gov/NRHP/GetAsset/fdabf127-daf0-4116-9773-1eb3a0abbf8f.

[2] Spokane Tribe of Indians Historic Preservation Office, "Spokane Tribal History," Spokane Tribe of Indians, accessed July 22, 2024, https://www.spokanetribe.com/resources/dnr/preservation/history/.

1806. White fur traders, seeking to expand the Canadian fur trade in the West, then arrived in 1810 and established a fur trading post, Spokane House, at the confluence of the Spokane and Little Spokane rivers. The Spokanes, along with other tribes, participated in trade at this post. Spokane House closed in 1825 and operations were shifted northwest near Kettle Falls in 1826.[3]

As more White traders, followed by missionaries and settler-colonists, arrived in the region, the U.S. Government sought to acquire more land for Americans. The Donation Land Claim Acts encouraged White settlers to move West and Territorial Governor Isaac Stevens began to negotiate with area tribes to extinguish Native title to the area's land. The Spokane Tribe was referenced but not included in the Nez Perce Treaty of 1855. After a series of armed conflicts between the U.S. Army and the Spokanes (with their allies), U.S. Army Colonel George Wright entered into a treaty with the Spokanes in exchange for cessation of all hostilities. But the treaty did not include any cessation of land and the Spokane Tribe continued to live on their ancestral land. But then in 1881, U.S. President Rutherford B. Hayes established a reservation for the Spokane Tribe through Executive Order in a location northwest of the present-day city of Spokane.[4]

Amidst these political maneuvers, White Euro-Americans moved into the region in the 1870s, establishing a sawmill and later a gristmill at the Spokane Falls with a general store opened in the late 1870s. These early beginnings of a town attracted other White settler-colonists and soon the town became a key supply and distribution point for area mining, lumber, and agricultural operations. Other stores, saloons, hotels, banks, schools and churches followed and contributed to a bustling commercial district. Spokane was then incorporated (as Spokane Falls) in 1881 with a population of 1,000. A railroad connection via the Northern Pacific arrived in 1883, cementing Spokane's status as the financial center of the Inland Empire as goods poured into the city from area mines, timber stands, and farms.[5]

The downtown district of Spokane was originally constructed of wood-frame buildings—commercial buildings, warehouses, and lodging. An 1889 fire gutted almost the entirety of the city's downtown core (32 blocks). Rebuilding efforts prioritized masonry materials and a significant building boom swept through

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[3] Jack and Claire Nisbet, "Spokane House, First Fur-Trading Post Constructed in the Future State of Washington, Is Closed on April 7, 1826," in *Historylink.Org*, February 22, 2017, https://www.historylink.org/File/20296.
[4] Spokane Tribe of Indians, "The Spokane Tribe of Indians' Comments on the Proposed Revision to 25 C.F.R. § 151, Fee to Trust Regulations," July 2, 2018, https://www.bia.gov/sites/default/files/dup/assets/as-ia/raca/pdf/59%20-%20Spokane%20Tribe.pdf.
[5] Laura Arksey, "Spokane -- Thumbnail History," in *Historylink.Org*, September 4, 2005, https://www.historylink.org/file/7462.

downtown. Historian Linda Yeoman describes the efforts:

> *Plain no-frills brick masonry constructed single room occupancy hotels were quickly erected side-by-side along downtown streets to house the influx of immigrants and people who flocked to Spokane to find jobs. In contrast, other brick and stone buildings were designed and erected as prominent, high-style commercial/business blocks, upscale apartment buildings, and luxury hotels.*[6]

With this building boom, workers—including laborers, carpenters, and other tradespeople—flooded the city as construction projects meant employment opportunities. And those workers needed housing with numerous lodging and boarding houses and hotels (including SROs) constructed in the rebuild. According to historian Craig Holstine, "Nearly all of the city's lodging facilities were lost in the Great Fire of 1889."[7]

The construction boom in the first decade of the 20th century, according to Holstine, "accelerated property appreciation in the CBD, resulting in the sale to speculators of marginally profitable residential properties, chiefly boarding and lodging houses."[8] This aligns with the increasing property value of the Hotel Collins property, even prior to its construction, discussed in a subsequent section. The growth of various lodging properties in this time frame are outlined in the table below, compiled from the MPD.

Table 1. Lodging Options in the Spokane Central Business District, 1900-1910

Year	**No. of Lodging Houses**	**No. of Boarding Houses**	**No. of Hotels**
1900	46	15	21
1905	37	14	56
1910	68	Approximately 19	126

Although not all hotels catered to working class populations, most of the hotels were SROs, according to the MPD.

[6] Linda Yeoman, "Ridpath Hotel," National Register of Historic Places nomination, 2013, 9-10, https://npgallery.nps.gov/NRHP/GetAsset/9f0bbd56-0e12-4cac-bac1-e50aa9bef7b8.
[7] Holstine, "Single Room Occupancy Hotels in the Central Business District of Spokane, WA, 1900-1910," Section E, Page 7.
[8] Holstine, Section E, Page 12.

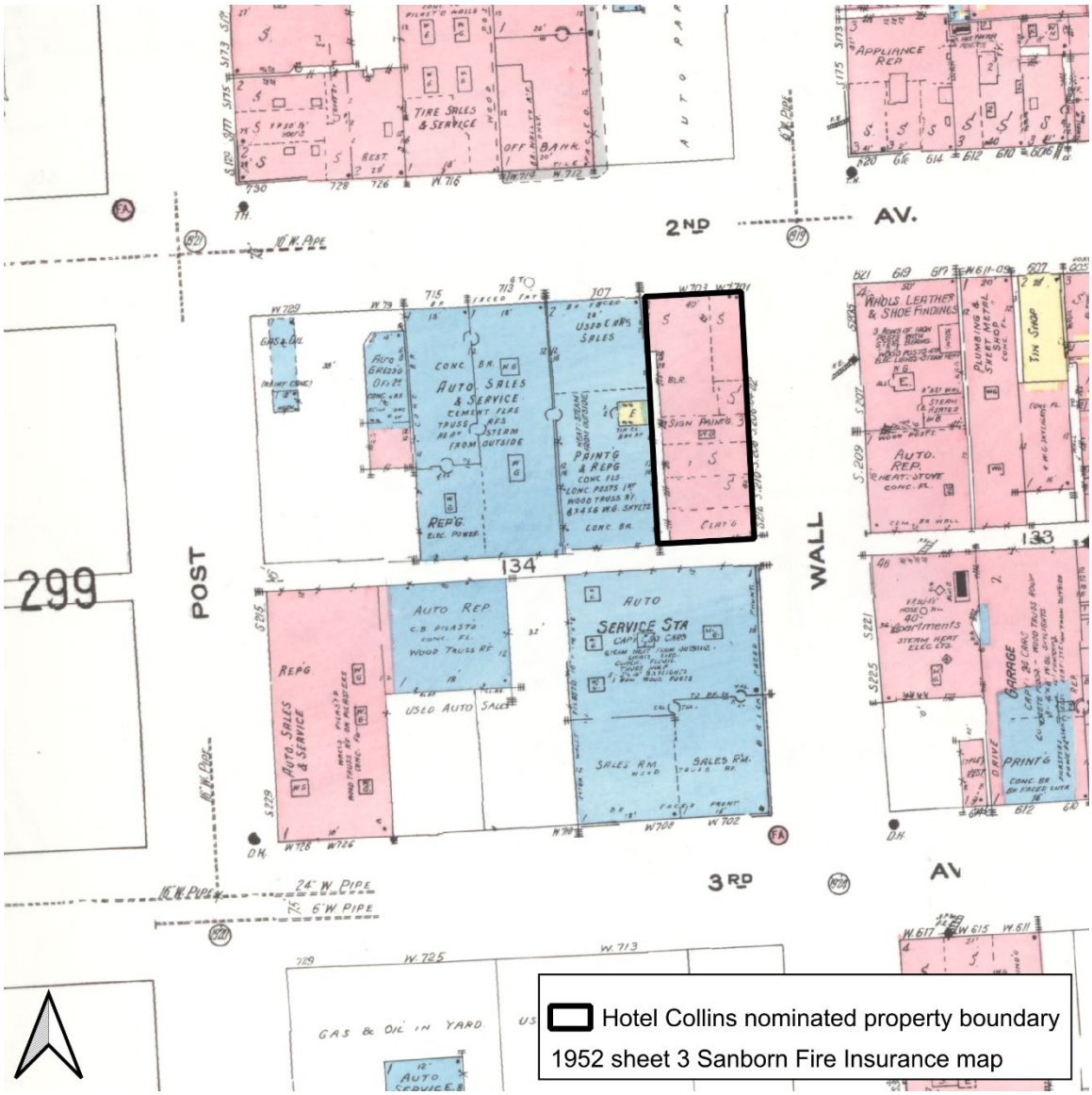

Figure 23. 1952 Sanborn Fire Insurance Map.

Despite the sheer volume of SROs built and used during the early 20th century, as a property type, they have experienced significant change since World War II. Many, along with apartment buildings, were renovated during the war as increased housing was needed for the defense industry workforce supporting nearby Fort Wright, Fairchild Air Force Base, Velox Naval Supply Depot, Baxter Hospital, and the Mead and Trent Kaiser Aluminum Company plants. SROs, in particular, were modified to add bathrooms and connect single rooms to form multiple-room apartments. Additionally, significant changes to the downtown landscape occurred in the early 1970s in preparation for the 1974 world's fair hosted in Spokane, "Exposition '74." Many SROs, which had fallen into disrepair, in the central business district were leveled or else had closed. The MPD cites a

1972 survey of 197 hotels, apartments, and other residences that had once operated in the central business district. Of the 197 hotels, 44 had closed and an additional 38 had been demolished.[9] Another survey in 1973 reported that 71 hotels and apartments (some likely SROs) had been demolished. The Hotel Collins remains as one of the extant SROs within the central business district and retained its SRO use under various ownership and management groups well into the 21st century.

STATEMENT OF SIGNIFICANCE

Daniel (D. C.) Collins

Daniel C. Collins was born in Dunmanway, County Cork, Ireland, on August 7, 1868.[10] He immigrated to the United States as a young man and arrived in Spokane in 1884. He soon became involved in real estate development, particularly after the fire of 1889 that burned much of downtown. During the 1889 fire, he served as a volunteer firefighter and continued as a professional firefighter for a number of years, rising to the rank of captain with the Spokane Fire Department.[11] In 1891, he became a U.S. citizen.[12] He married Anna (Annie) Burke, also an Irish immigrant, in 1892.[13] Although the 1900 census records state that Anna did not immigrate to the United States until 1899, her obituary says she arrived in Spokane Falls at the age of 16 (ca. 1887). The couple had three children: Ellen, Marie, and Daniel, Jr.[14]

Figure 24. Photograph of Daniel Collins. Spokane Chronicle*, July 21, 1933, 3.*

In the early 1900s, Collins shifted careers away from firefighting to real estate investing and owning rental property. By the time of his death, he owned a number of properties in Spokane, including the Hotel Collins, the St. Helens Apartments, and apartments on Browne Street. In addition to his professional work, Collins was known for his athletic skill as an amateur boxer, even serving as a boxing instructor at

[9] Holstine, Section E, Page 16.
[10] "Daniel Collins Taken by Death," *The Spokane Chronicle*, July 19, 1933: 3.
[11] *Spokane City Directory*, vol. IV (Spokane, WA: R. L. Polk & Co., Publishers, 1893), 247. City directories also list him as a pipeman and foreman.
[12] "A Busy Day," *The Spokane Chronicle*, August 12, 1891.
[13] "Mrs. A. Collins Funeral Monday," *The Spokesman-Review*, December 20, 1936: 14.
[14] United States of America, Bureau of the Census, "Thirteenth Census of the United States, 1910" (Washington, D.C.: National Archives and Records Administration, 1910), Ancestry.com. Spokane, Spokane County, Washington, Enumeration District no. 201, Sheets 3A and 3B.

Gonzaga University. He was a member of the Elks Lodge, Knights of Columbus, and St. Augustine's Catholic Church.

Hotel Collins

Built in 1910, the Hotel Collins operated as a Single Room Occupancy (SRO) hotel in downtown Spokane, under various management, well into the 2000s.

The site on which D. C. Collins had the Hotel Collins building constructed had previously been known as the Drumheller Site and had sold a number of times in the preceding decades. D.M. Drumheller had acquired the property and built a residence on it by 1885,[15] but then sold it to Clara Price for $5,500 in 1888.[16] The property was then sold again in 1889 for $16,500 before A. S. Jerard purchased it in June 1909 for $37,500. Collins purchased the property on Second and Wall for $50,000 from a Union Trust Company trustee. It had only just sold 10 days prior to Collins' purchase—showing the tremendous value of downtown Spokane land—with A. S. Jerard selling it to a Union Trust Company client for $45,000.[17] An article in *The Spokesman-Review* announcing the sale also commented on the value of property in the area, stating,

> *The sale to Mr. Collins is another evidence of the sensational progress made by Second [A]venue property during the year, that section of the city having been unusually active, being on the market almost weekly during 1909. Building construction has followed a number of sales and the indications are that before the year closes Second avenue will be thickly dotted with substantial buildings, representing an expenditure of from $25,000 to $100,000 in each case.*[18]

That newspaper coverage also indicated that Collins already had plans for the site when he purchased it, with plans to build a 4-story building at a cost of $60,000, with a design by architect C. Harvey Smith. Collins had previously owned and operated the Palace Hotel on Washington Street between Front Avenue and the Spokane River. That property was purchased from Collins for $80,000 through a settlement with the Milwaukee Railroad. Shortly after purchasing the property, Collins received approval on his permit to build a 3-story brick building.[19]

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[15] "Morsels," *The Spokane Evening Review*, August 11, 1885: page 3, column 2.
[16] "Drumheller Site Sells for $50,000," *The Spokesman-Review*, February 8, 1910: 8.
[17] Ibid.
[18] Ibid.
[19] "New Three-Story Apartment House," *The Spokane Chronicle*, February 18, 1910: 7.

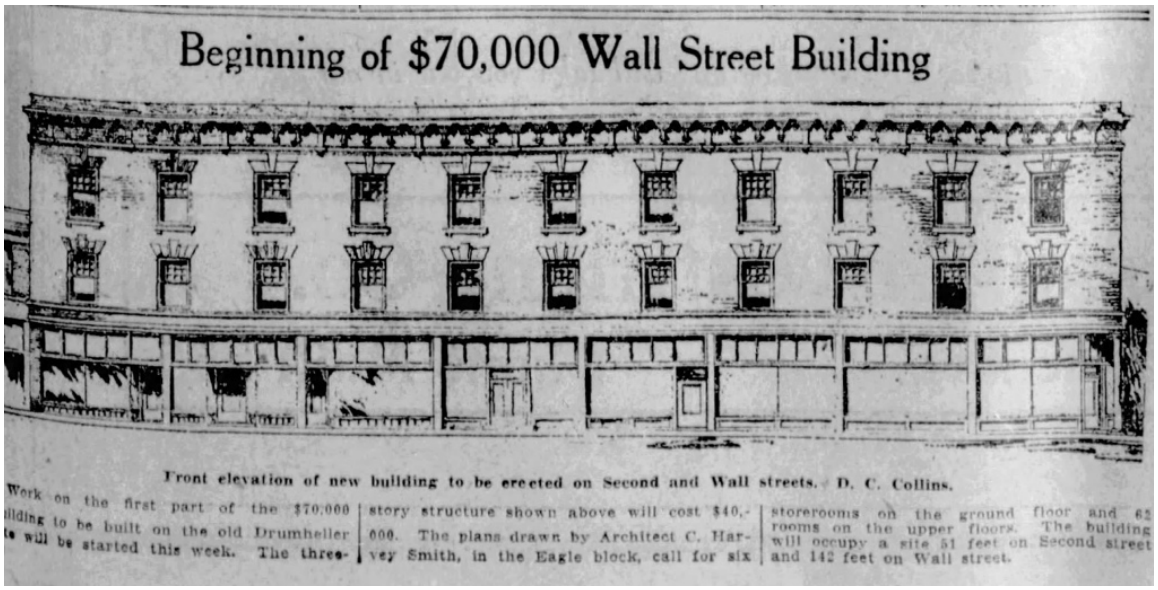

Figure 25. Drawing of the Hotel Collins. Spokane Chronicle, October 12, 1910, 15.

By April 1910, Collins' plans for the Drumheller site had solidified and *The Spokesman-Review* printed C. Harvey Smith's sketch of the planned 3-story building. The intent for the site had also changed to eventually house a 5-story (versus the initial four stories) building but start with a 3-story building and add the additional two stories later. The plans were outlined as follows,

> *The brick to be used in the structure will be pressed brick, and for the present a temporary cornice will be used. A terra cotta cornice will be used when the two additional stories are built.*[20]

Construction costs for the new building were estimated at $70,000. The building was planned to have six storefronts with two floors of hotel above containing 62 rooms. Advertised features for the forthcoming building were hot and cold water taps in each room and two separate stairways. Newspaper coverage also indicated that the former Drumheller residence on the site had been removed and excavation for the new structure was underway by April of 1910.[21] The plans to add the upper two stories to the building (floors 4 and 5) were planned for 1911.[22] Contractor George Groshoff managed construction on the building.[23]

The building's construction was well underway in August 1910, with a photograph of the building shell appearing in *The Spokane Chronicle*. Plans at that time were

[20] "Modern Building on Landmark Site," *The Spokesman-Review*, April 3, 1910.
[21] "Modern Building on Landmark Site," *The Spokesman-Review*, April 3, 1910.
[22] "St. Helen to Have $11,000 Addition," *The Spokesman-Review*, February 19, 1910.
[23] "Rushing Work on Collins Building," *The Spokane Chronicle*, September 10, 1910.

Figure 26. Photograph of the Hotel Collins. Spokane Chronicle*, August 23, 1910, 17.*

to still add the upper two floors some time the following year, citing "the demand for additional room in Spokane's business district."[24]

Advertisements to rent out rooms, as well as the storefronts, in the new building began to appear in newspapers by October 1910. And it appears the building was completed in late December 1910. The planned additional two stories were never constructed. By 1915, advertisements in the local papers declared the "Hotel Collins" newly furnished and remodeled and under new management. Rates were listed as $2.50–$5.00 a week.

[24] "Three-Story Building on Second Avenue to Be Completed This Fall," *The Spokane Chronicle*, August 23, 1910.

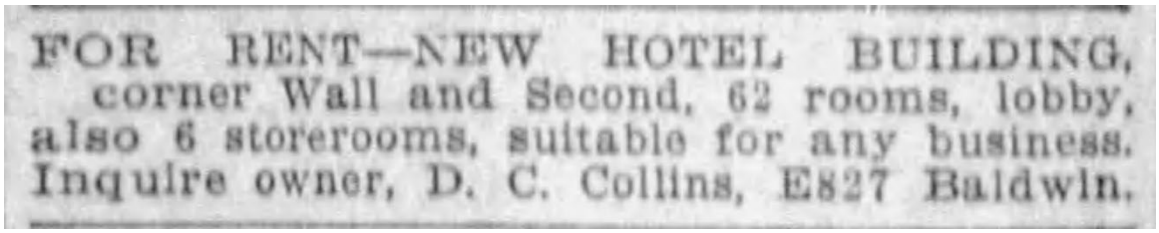
FOR RENT—NEW HOTEL BUILDING, corner Wall and Second, 62 rooms, lobby, also 6 storerooms, suitable for any business. Inquire owner, D. C. Collins, E827 Baldwin.

Figure 27. Newspaper advertisement for the Hotel Collins. The Spokane Review, *October 12, 1910, 15.*

Despite some interior changes, the building still exhibits much of its original hallway and room configuration on the upper floors. Where changes have occurred, the original configuration remains evident. The primary interior change has been the reduction in the number of individual rooms as units were modified over the years in alignment with trends in lower income housing. Although not a requirement under the MPD, the Hotel Collins building also retains much of its storefront character, including its distinctive original inset entrances at 212 and 210 South Wall Street and the cast iron column and inset placement of the corner storefront (previously rebuilt) at West Second Avenue and South Wall Street.

Figure 28. 1971 northeast corner view. Northwest Museum Arts + Culture, image L87-1.151-71, also published in The Spokesman Review, *January 24, 1971, 24.*

Ownership

Daniel C. (D.C.) Collins owned the Hotel Collins property from the time he purchased it in 1910 (with plans to build the 3-story building) until his death in 1933. After Collins died, ownership of the building passed to his wife, Anna Collins. After she died in 1936, her estate sold the property to E. A. Houston of Montana in 1938.[25] Houston purchased the hotel, which was listed as having 58 rooms, and became its operator.[26]

It is unclear when Houston sold the property or when the real estate firm Galland & Hagood, Inc., acquired it, but by 1968 the new firm was the owner of the hotel building. Richard and Lucille G. Eoff purchased the property from Galland & Hagood, Inc., in 1968 for $50,000.[27] The Eoffs then sold the property in 1971 to Anthony B. and Monica Arneson for $72,000.[28]

John S. and Mary Burya sold the building to Pacific National Capital Company in 1974; the building was included as part of a larger sale with two other parcels for $260,000.[29] In 1979, John and Min Ha purchased the building for $235,000.

In 1991, Spokane Kiwanis Charities purchased the property, then a 37-unit apartment complex, with plans to renovate it and offer rents ranging from $110 to $150 per month. The Kiwanis purchased the building for $380,000 and all the apartment units were fully leased. The Kiwanis sold the building to Spokane Neighborhood Action Programs (later known as Spokane Neighborhood Action Partners). The current owners, Steve and Tresa Schmautz (alongside the Schmautz Family LLC) acquired the property from the nonprofit organization in 2023.

Occupancy

The building has two distinct categories of occupancy history—the commercial tenants that operated out of the ground floor storefronts and the residents who rented the SRO rooms on the upper floors.

Residential

As the building functioned historically as an SRO, which catered to a working class, and often itinerant, population, leases were frequently shorter time, with rooms available to rent by the day and even week. While this is not a complete occupancy history of the building, this summary identifies general demographic

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[25] "City Briefs," *The Spokane Press*, February 18, 1938; "Mrs. A. Collins Funeral Monday," *The Spokesman-Review*, December 20, 1936: 14.
[26] "Montanan Buys Hotel," *The Spokesman-Review*, February 19, 1938: 6.
[27] Galland & Hagood, Inc., to Richard and Lucille Eoff, "Real Estate Contract" (December 20, 1968), Spokane County Assessor.
[28] Richard Eoff and Lucille Eoff to Anthony B. Arneson adn Monica B. Arneson, "Sale Agreement | Escrow No. 13406" (January 15, 1971), Vol 200, Pages 1309, Spokane County Assessor.
[29] Burya, John S. and Mary, to Pacific National Capital Company, "Real Estate Contract: 7407110281" (June 15, 1974), Vol 200, Pages 1301-1306, Spokane County Assessor.

information of who lived in the SRO at the time of each census between 1920 and 1950.[30] The number of residents listed does not necessarily indicate the number of rooms within the hotel, rather just which rooms were occupied and were available when the census taker visited the building. Census sheets are included in the additional documentation section of this nomination. Over the years, the hotel has been known as Hotel Collins/Collins Hotel (1910-1920, 1934-ca. 1970, 1991-present), Marion Hotel/Hotel Marion (1921-1926), Hotel Grant/Grant Hotel (1927-1933), Collins Hotel (1934-ca. 1970), and Arneson Apartments.

The 1920 Census lists 34 individuals living in the hotel, with 31 listed at 206 South Wall Street and 3 at 208 South Wall Street. All residents were White with 21 men and 13 women. Over three-quarters of the residents were single (including those widowed and divorced), with the rest married. The age of the residents ranged from 19 to 66, with most in their 20s and 30s. One exception was May Carp, the 14-year-old daughter of Samuel and Ida Carp who were listed at 208 South Wall Street. A Jewish Russian immigrant family, the Carps owned their own tailor shop. While most residents were born in the United States, there were several, in addition to the Carps, that were immigrants. Places of origin include Germany, England, Norway, and Italy. Residents were primarily part of the working class and represented a broad range of occupations and industries. They worked in local shops (e.g., bakeries, retail), restaurants, industry (e.g., railroad), sales, and agricultural labor.[31]

The 1930 Census lists 56 individuals living in the hotel. All residents were White and the majority of them were male (43) with only 13 women living in the building. Nearly 80 percent of the building's occupants were single (including divorced or widowed). The ages of the residents ranged from 19 to 69, with most in their 20s, 30s, and 40s. Once exception was Genevieve Cochran, the 16-year-old daughter of George and Edythe Cochran. Most residents were born in the United States with a few born in other countries, including England, Canada, Italy, and Greece. Residents primarily had working class occupations and there were a range of industries represented within the building, including trades, sales, restaurant work, bookkeeping, service (e.g., barbers), and labor (with no specific industry listed).[32]

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[30] Census records with personal information are released 72 years after they are collected and, thus, are only available through 1950 at the time of this nomination.
[31] United States of America, Bureau of the Census, "Fourteenth Census of the United States, 1920" (Washington, D.C.: National Archives and Records Administration, 1920), Ancestry.com. Spokane, Spokane County, Enumeration District No. 190, Sheets 1B and 2A.
[32] United States of America, Bureau of the Census, "Fifteenth Census of the United States, 1930" (Washington, D.C.: National Archives and Records Administration, 1930), Ancestry.com. Spokane, Spokane County, Enumeration District No. 32-86, Sheets 8A and 8B.

The 1940 Census lists 48 individuals living in the hotel. Of the 48 listed, 43 were lodgers and 5 were guests. All residents were White and roughly split between men (25) and women (23). Most were single (including widowed and divorced), with a few married; three married couples lived in the building. The age of residents ranged from 20 to 75, with most in their 20s, 30s, or early 40s. All lodgers were born in the United States. Two of the five guests were born outside of the United States (Norway and Canada). All residents were part of the working class, with restaurant work the number one industry listed.[33]

The 1950 Census lists 62 individuals living in the hotel. Niles Giliger and his wife, Janice, are listed as the managers of the hotel. Together with their widowed daughter, Dorothy J. Brennan, they occupied rooms 7, 8, 9, and 10 in the building. All residents were White. There was a notable increase in male residents in this census record, with 48 men living in the hotel compared to only 14 women. Most residents were single (including widowed, divorced, and separated) with only a few married. The age of residents ranged from 23 to 75. All but four lodgers were born in the United States, with two from Greece, one from Russia, and one from Yugoslavia. All residents were mostly part of the working class, with a broad range of industries listed, included restaurants, service work, transportation (drivers), sales, and the trades (e.g., plumbing, auto mechanics). There were a few white-collar employees living in the building, including one high school English teacher and two stenographers (all women). There were also several older residents who were retired or unemployed.[34]

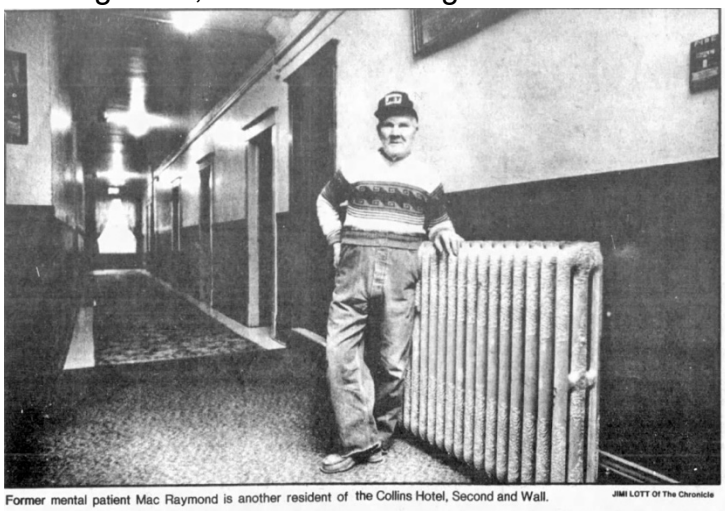
Former mental patient Mac Raymond is another resident of the Collins Hotel, Second and Wall. JIMI LOTT Of The Chronicle

Figure 29. 1982 interior view. Spokane Chronicle, *March 2, 1982, 6.*

Commercial

The following commercial occupancy summary stems from newspaper articles, building permits, and Pok City Directories. Reverse directories in the Polk City Directories start in 1929. The north facade of the building along West Second Avenue historically had three storefronts: 701, 703, and 705. The east facade of

[33] United States of America, Bureau of the Census, "Sixteenth Census of the United States, 1940" (Washington, D.C.: National Archives and Records Administration, 1940), Ancestry.com. Spokane, Spokane County, Enumeration District No. 41-90, Sheets 81A and 81B.
[34] United States Department of Commerce. Bureau of the Census, "Seventeenth Census of the United States, 1950" (Washington, D.C.: National Archives, 1950), Ancestry.com. Spokane, Spokane County, Enumeration District No. 41-160, Sheets 1 and 2.

the building along South Wall Street historically had five storefronts: 202, 206, 208, 210, and 212. The 204 South Wall Street address was largely associated with the hotel use on the upper floors, although 206 South Wall Street was also used on occasion.

The first known occupant of the **701 West Second Avenue** storefront was a grocery store, operated by Charles Eden between 1917 and 1926 and then operated as LaFace and LaFace grocery beginning in 1927. By 1935 the business also included LaFace Confectionary. The grocery was operated by Carmen and Joseph La Face. One of the members had previously worked as a confectioner in 1924 at Laface & Bombino at 802 West Second Avenue, just a block to the west, before Carmen and Joseph opened their grocery ca. 1927. From 1936 through 1938, three years after prohibition ended in Washington State, the business was listed as both a grocery store and a beer parlor. Between 1939 and 1945, Joseph LaFace operated a restaurant and beer and wine parlor from the space. Shorty's Tavern then operated from the storefront between 1947 and 1960, followed by the Hide Out Tavern between 1970 and 1986. Then in 1997, SNAP (Spokane Neighborhood Action Programs) moved into building and remodeled the commercial spaces for office use and a senior meals program.

The first known occupant of the **703 West Second Avenue** storefront was a restaurant in 1921, known as the McLeod and Dordon. Then in 1927, M.J. Badner, a tire dealer and repairer operated from this space. A tire store continued in the building until 1931, becoming the W. S. Melcher Tire Store, owned by Walter S. and Myrtle M. Melcher, in 1928. The Second Avenue location was their second store. In 1921 it was listed as Melcher Manufacturing Company. The space was listed as vacant between 1932 and 1936. Between 1937 and 1943, the Melcher Manufacturing Company operated from the space making rubber goods, sharing the space with Full Circle Retread Shop. In 1954, the space was combined with the 705 storefront.

The first known occupant of the **705 West Second Avenue** storefront was the Neilson Company in 1914, followed by the Hiline Tire Shop in 1918. The storefront shifted to restaurant use by 1923, with Thomas Keane running a restaurant in the space. The restaurant operators shifted over the years, with Robert Masse in 1924, Clarence E. and Emma R. Skelton in 1925, and Frank Grovenor (a resident of the hotel upstairs) in 1928. Ideal Café opened in the space in 1930, then the Maple Café in 1931, and then it was relisted as the Ideal Café between 1932 and 1933. Between 1940 and 1954, the Davis Electric Company operated from the space. They started with electric motors, expanded to Delco-Lights (generators and associated battery systems for electric lighting), and lighting systems, and by the 1950s were doing commercial refrigeration. By 1954 the business had expanded into the 703 West Second Avenue space as well. Then in 1956, a new long-term tenant moved into the combined 703-705

storefront, Kirishian Carpets. Onnig S. Kirishian operated the business and sold oriental rugs and carpets.[35]

The first known occupant of the **202 South Wall Street** storefront was Ted Olson, who ran a barbershop in the space between 1931 and 1941. The space continued to operate as a barbershop for decades with William H. Glassford operating it between 1942 and 1943 and then it branded as Bill's Shop between 1945 and 1960.

The first known occupant of the **206 South Wall Street** storefront was D.C. Collins' real estate office in 1911. The space was vacant for a number of years, with the Fifer Brothers operating a business from the space in 1932. In 1936 it turned into a commercial laundry business, operating under various business names: American-French Hand Laundry (1936), Collins Cleaners (1937), and Wall Street Cleaners (1938). Independent Paper Company, a wholesale paper company, moved into the space in 1939 and stayed until 1943. A range of businesses operated from the space in subsequent years, including Kreshel and Owes, a floor coverings business (1945), R. A. Hunt Advertising Company (1947-49), Ekholm Sign Company (1952), and Rawleigh Products (1958-59).

The first known occupant of **208 South Wall Street** was Spokane Typesetting, which operated out of the space between 1930 and 1950. Then the Armstrong Mailing Service was listed at the address between 1952 and 1960. By 1954 the company was listed as the Armstrong-Hamilton Mailing and Advertising. By 1958 the company was listed as just the Hamilton Mailing and Printing company.

The first known occupant of the **210 South Wall Street** storefront was the Brown and Tooke stationery business between 1918 and 1919. They were loose leaf specialists, and provided office supplies, wedding stationery, and engraving and embossing services. The business was listed as Brown Printing Company between 1924 and 1931. A variety of businesses operated from the space in subsequent years, including Wall Street Electric company, providing electric supplies operated from the space (1937), Curtiss Insulating Company and the Johns-Manville Sales Corporation (1938-49), Dante B. Tye Insurance Company (1952-56), Beneficial Life Insurance Company and Merton D. Cook (1956), Wall Street Cleaners (1959), Spot Beauty Shop (1966), and Don Firshing (1978).

The first known occupant of the **212 South Wall Street** storefront was Century Press, owned by Frank V. Brown, between 1913 and 1916. Then John Bonhan and Company was in the space in 1919, followed by C. E. Modesitt in 1920. Harry R. Kendall ran a bottler's supply business in the storefront between 1925

[35] Although Kirishian Carpets no longer operates out of the nominated building, it is a legacy business in Spokane, started by Onnig Kirishian, an Armenian immigrant, in 1950 and operated by his son, Richard at 220 E Second Avenue. Michael Guilfoil, "Oriental Rug Business Remains Staple among Spokane Retailers," *The Spokesman-Review*, October 27, 2013, https://www.spokesman.com/stories/2013/oct/27/imported-comfort/.

and 1929. A long-term tenant moved into the space in 1929, Diamond Glass Company (glaziers), which stayed until 1960. The Clean-O-Mat Company was then listed at the address in 1971.

Architectural Context
The building was designed by Spokane-based architect C. Harvey Smith and constructed by contractor George Groshoff. Its design reflects the SRO property type.

Charles (C.) Harvey Smith, Architect[36]

Charles Harvey Smith—known professionally as C. Harvey Smith—was born in Ottawa, Kansas, on May 7, 1868, to parents Hugh Andrew Smith and Rosalind (Minor) Smith. He grew up in Bethany, Illinois, and briefly worked for his building contractor father after he finished high school. By the late 1880s he had moved to Spokane, though, and worked as a carpenter. He married his wife, Laura Walker, ca. 1889, and they had six children: Russell, Eva, (Rosa) Gretchen, Hugh, Estella, and Ada.[37] By 1903 he advertised his services as an architect, aligning with the period of intense rebuilding for the central business district. He formed a brief partnership with W. W. Hyslop, then with James S. Arnot, before moving into independent practice by 1907.

Smith's work was prolific in Spokane and the surrounding region, even in neighboring Idaho. He designed numerous residential projects in Spokane as well as larger-scale commissions like the Hotel Collins, Stanton Block, and Foulner Apartments. Other projects included high schools in Chewelah, WA; Mullen, ID; and Post Falls, ID; along with the county courthouse in Twin Falls, Idaho. He died in 1942 at the age of 74.[38]

George Groshoff, Contractor

George Groshoff worked as a contractor and brick mason in Spokane and the surrounding region. Born in Indiana in October of 1865, Groshoff arrived in Spokane in 1889 via St. Paul, Minnesota. He started building residences, including his own, in the Peaceful Valley neighborhood of Spokane, with three on West Main Avenue (1607, 1604, and 1608).[39] After the 1889 fire—and the need for masonry construction—Groshoff got work building the Spokesman-Review

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[36] Michael Houser, "C. Harvey Smith," Washington State Department of Archaeology & Historic Preservation (DAHP), October 2011, https://dahp.wa.gov/historic-preservation/research-and-technical-preservation-guidance/architect-biographies/bio-for-c-harvey-smith.
[37] United States of America, Bureau of the Census, "Twelfth Census of the United States, 1900" (Washington, D.C.: National Archives and Records Administration, 1900), Ancestry.com. Spokane, Spokane County, Washington, Enumeration District No. 68, Sheet 2B; "Charles Harvey Smith (1868–1942)," Family Search, accessed July 23, 2024, https://www.familysearch.org/tree/person/details/LW5B-X6V.
[38] "Hold Harvey Smith Funeral Today," *The Spokesman-Review*, May 16, 1942: 6.
[39] He built the Groshoff Apartments in Spokane which are listed as a contributing property in the National Register-listed Peaceful Valley Historic District.

Building and the County Courthouse. After opening his own contracting business, he built the Armory, Sacred Heart Hospital, Our Lady of Lourdes Cathedral, the Colonial and Del Rey buildings, the Hotel Collins, as well as buildings at the Washington State College (now University) and in nearby Oakesdale and Sandpoint, Idaho. He was married to Catherine, and they had two children: George P., Jr., and Lawrence J. He died in 1921.

SROs as a Property Type

According to the MPD, "Single room occupancy hotels were, for many years after the turn of the century, one of the most common building types in Spokane's CBD [Central Business District]."[40] SROs ware typically unreinforced masonry buildings, typically with red or buff bricks, and usually range in height from 3-5 stories. Built to provide affordable housing for a variety of individuals, SROs featured a stairway from street-level at the front of the building to provide direct access to the lodging on the upper stories.

There was typically a small waiting area or a manager's office at the top of the stairs at the second floor. Hallways run the length of an SRO's street-fronting facade and some SROs may have additional or connecting hallways if the building is on a corner lot (like the Hotel Collins) or have lightwells to provide more daylighting. Rooms open into the hallways and there were often transoms above the doors to provide additional ventilation.

Most SROs provided single rooms for lease, but a few had some multiple-room units. They typically did not have private baths, instead there were shared facilities on each floor. Some SROs, like the Hotel Collins, provided sinks with hot and cold running water in each room. The single rooms did not have a kitchen, instead residents would eat at the restaurants within the commercial district within a short walk of the hotel. Furniture was included with the unit, usually a bed and a wardrobe or armoire.

In *Living Downtown: The History of Residential Hotels*, Paul Groth outlines the nuanced history of SROs in contrast to other residential hotels. SROs differed from palace hotels and mid-priced hotels, which catered to the upper and middle classes, respectively, but also from the lodging and boarding houses that were much smaller and often located in someone's home. SROs, often over generalized as homes to itinerant workers or single men working blue collar jobs, provided affordable housing for temporary or low-income workers, but also others seeking to live downtown or find freedom not available in shared housing.[41] The Hotel Collins reflects the range of individuals who chose to live in SROs as the occupancy history demonstrates the hotel housed multiple generations, both men

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[40] Holstine, "Single Room Occupancy Hotels in the Central Business District of Spokane, WA, 1900-1910," Section F, Page 18.
[41] Paul Groth, *Living Downtown: The History of Residential Hotels in the United States.* (Berkeley, CA: University of California Press, 1994), 8.

and women, with a variety of occupations.

Conclusion
The Hotel Collins is eligible for listing in the Spokane Register of Historic Places under Category A for its association with early SROs in the Spokane Central Business District and the rapid development of downtown and the surrounding city, as well as the need for increased housing options for the growing workforce. The property operated as an SRO for much of its history.

The Hotel Collins is eligible for listing in the Spokane Register of Historic Places under Category C as a representation of the SRO property type. Designed and built as an SRO, it retains a largely intact upper floor configuration, exterior architectural detailing, fenestration patterns, and intact direct walk-up stairways, and some storefronts. The alterations that have occurred (i.e., infilling upper floor transoms, removal of some original partition walls; adding some doors; changes to ground floor interior spaces; and window and storefront changes) are to be expected on this building type according to the MPD.

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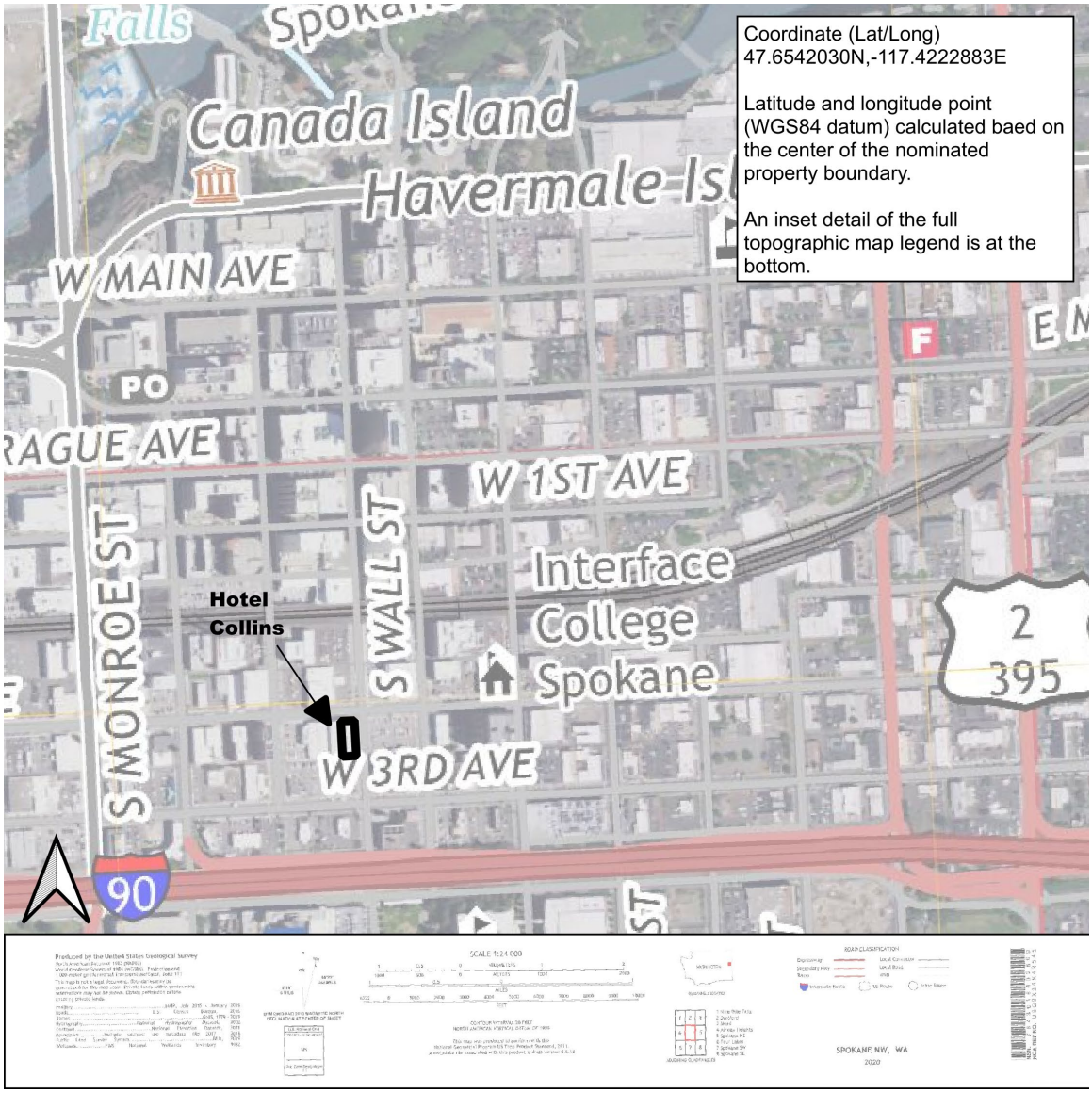


Figure 30. USGS Topographic Map.

Figure 31. Parcel Map

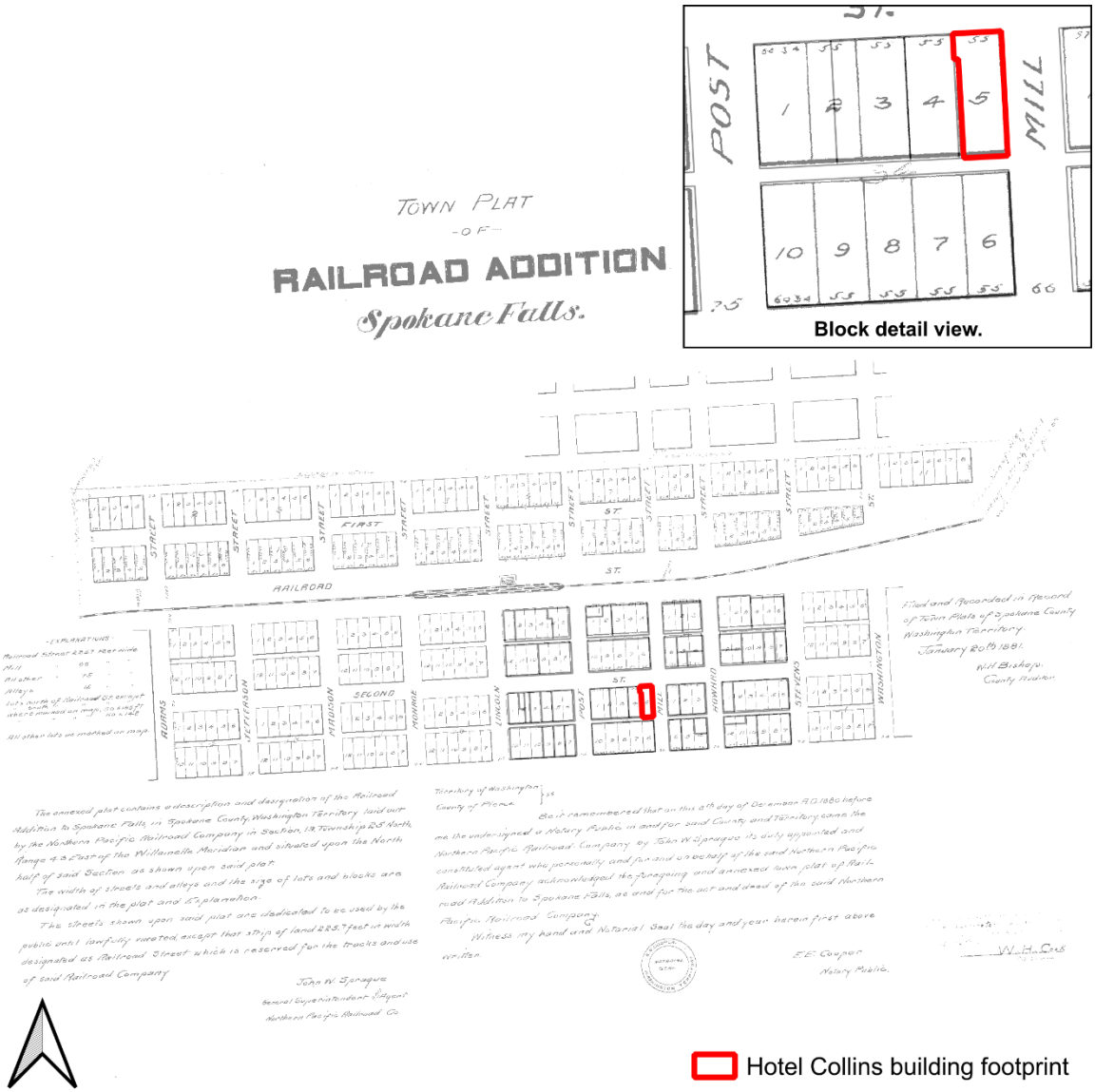


Figure 32. Plat Map

Fig. 33. 1910 Sanborn Fire Insurance Map

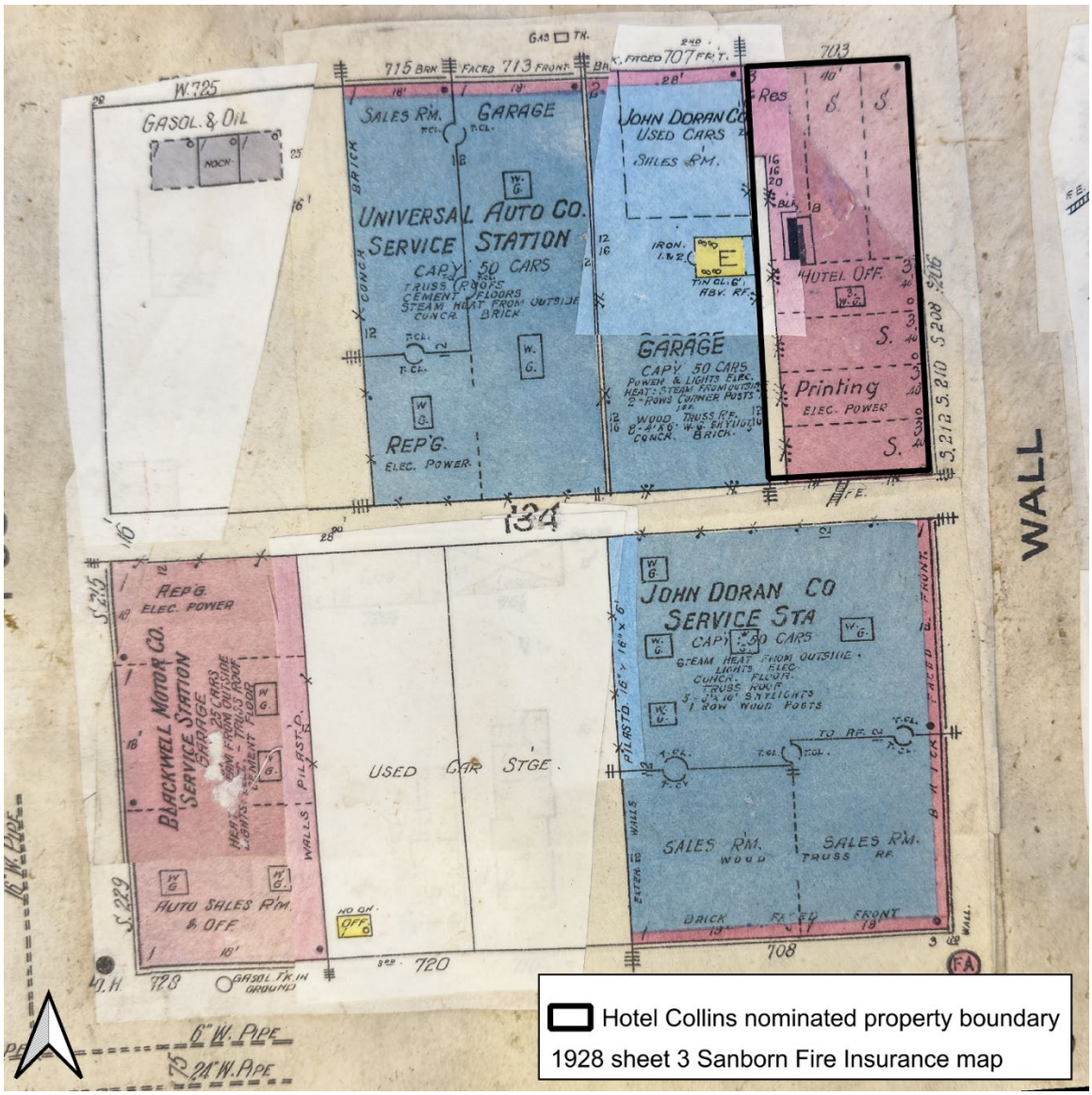


Figure 34. 1928 Sanborn Fire Insurance Map

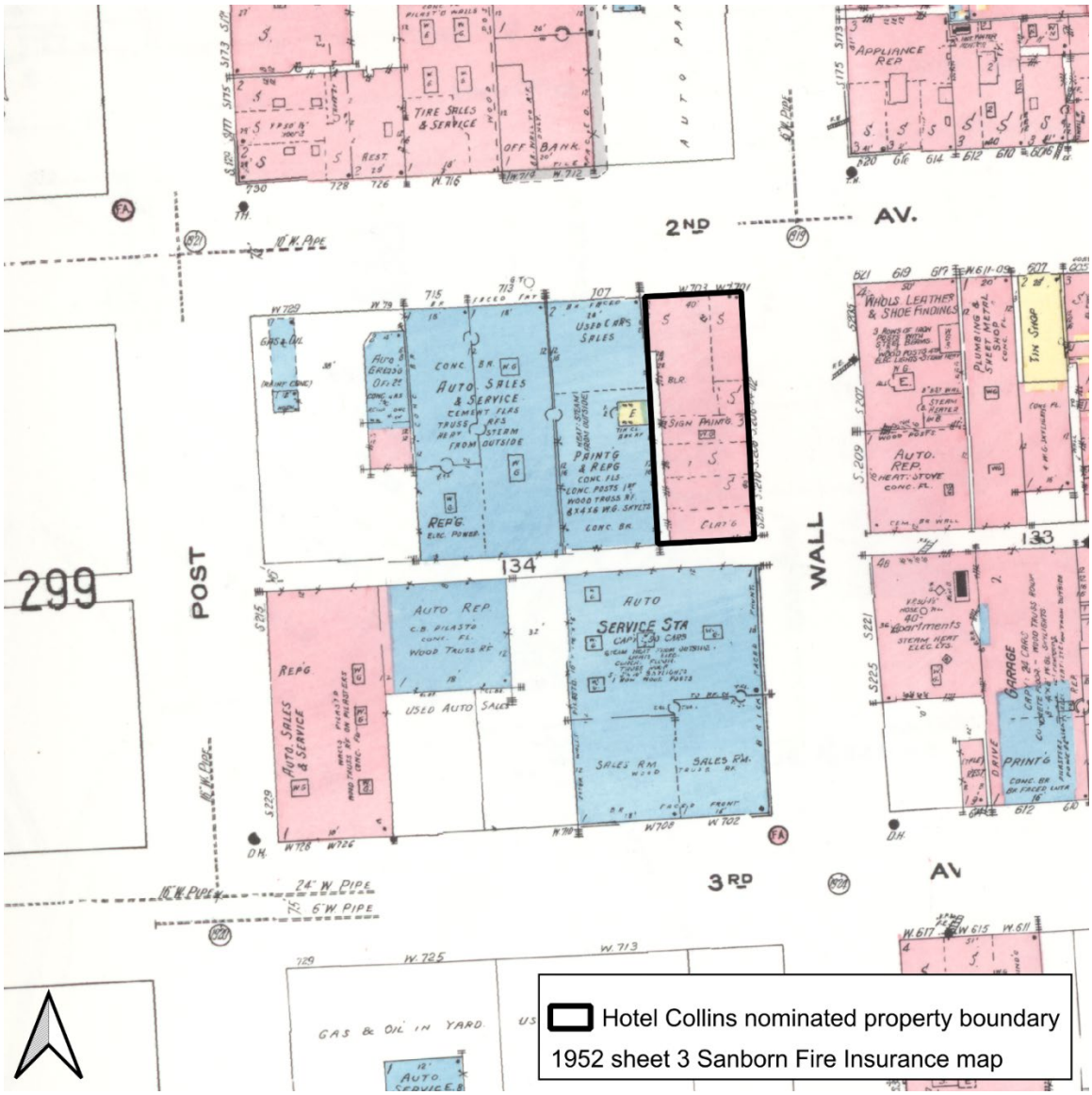


Figure 35. 1952 Sanborn Fire Insurance Map

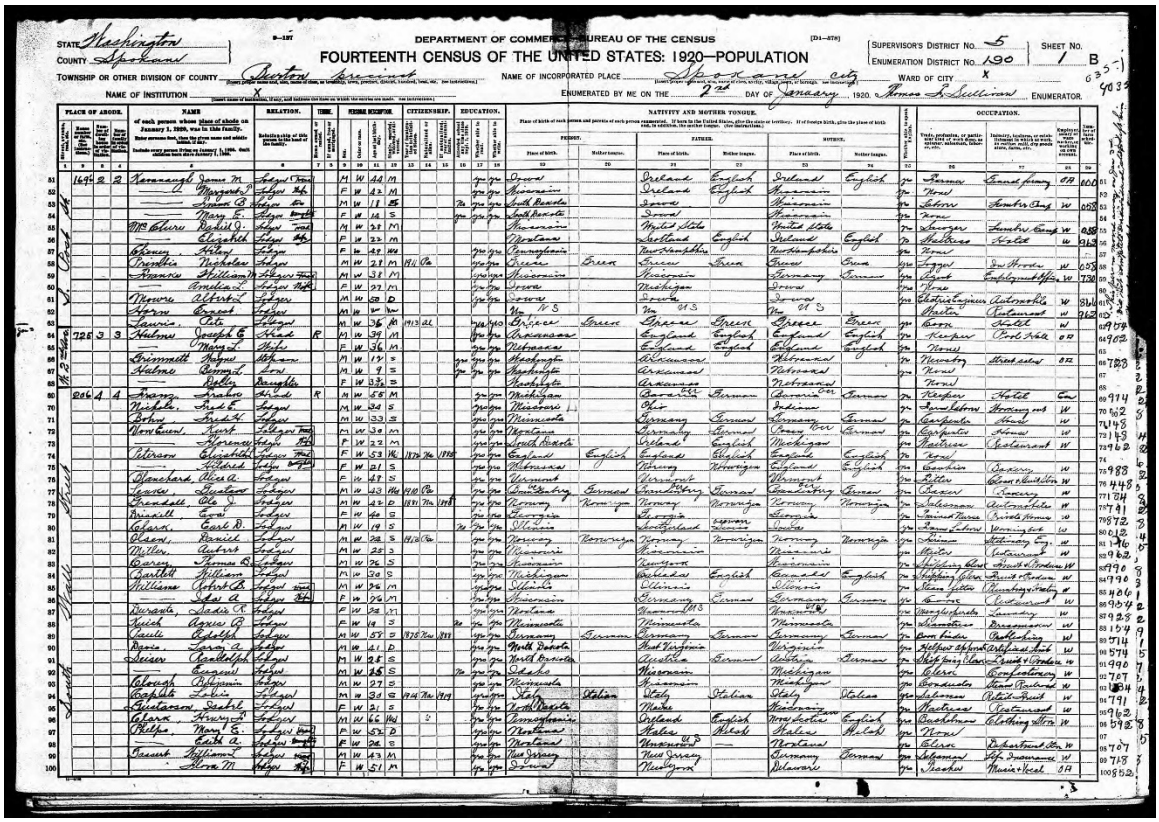
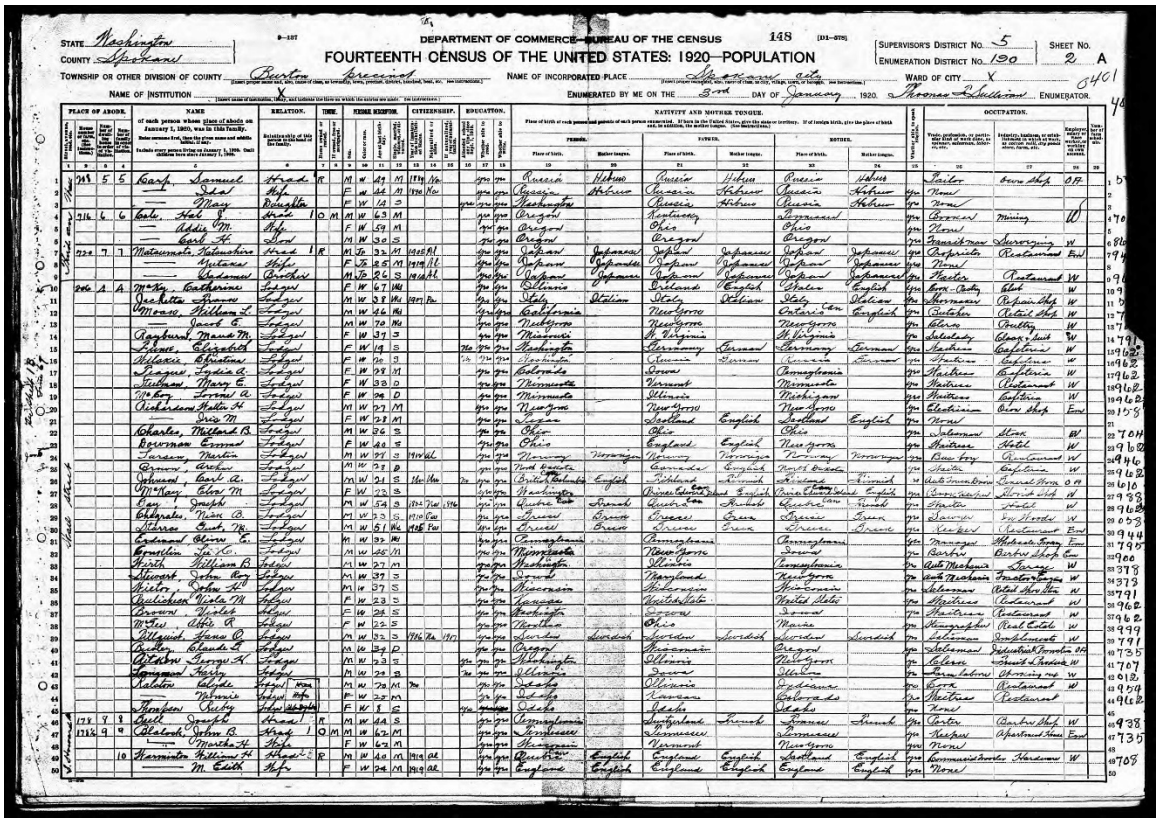


Figure 36. 1920 Census enumeration district card. United States of America, Bureau of the Census.



STATE Washington
COUNTY Spokane
TOWNSHIP OR OTHER DIVISION OF COUNTY Burton Precinct
NAME OF INSTITUTION X

DEPARTMENT OF COMMERCE—BUREAU OF THE CENSUS 148
FOURTEENTH CENSUS OF THE UNITED STATES: 1920—POPULATION

NAME OF INCORPORATED PLACE Spokane City
ENUMERATED BY ME ON THE 3rd DAY OF January 1920. Thomas Sullivan ENUMERATOR.

SUPERVISOR'S DISTRICT No. 5 SHEET No. 2 A
ENUMERATION DISTRICT No. 190
WARD OF CITY X

	Place of abode			Name	Relation	Home owned or rented	Owned free or mortgaged	Sex	Color or race	Age	Single, married, widowed, divorced	Year of immigration	Naturalized or alien	Year of naturalization	Attended school	Able to read	Able to write	Place of birth	Mother tongue	Father's place of birth	Father's mother tongue	Mother's place of birth	Mother's mother tongue	Able to speak English	Occupation	Industry	Employer, salary or wage worker, or working on own account	Able to read	Able to write
1	948	5	5	Karp, Samuel	Head	R		M	W	49	M	1898	No			yes	yes	Russia	Hebrew	Russia	Hebrew	Russia	Hebrew		Tailor	Dress Shop	O.W.		
2				— Ida	Wife			F	W	44	M	1904	No			yes	yes	Russia	Hebrew	Russia	Hebrew	Russia	Hebrew	yes	None				
3				— May	Daughter			F	W	14	S				yes	yes	yes	Washington		Russia	Hebrew	Russia	Hebrew	yes	None				
4	916	6	6	Cook, Hal T.	Head	O	M	M	W	63	M					yes	yes	Oregon		Kentucky		Oregon		yes	Broker	Mining	W		
5				— Addie M.	Wife			F	W	59	M					yes	yes	Oregon		Ohio		Ohio		yes	None				
6				— Earl H.	Son			M	W	30	S					yes	yes	Oregon		Oregon		Oregon		yes	Transitman	Surveying	W		
7	922	7	7	Matsumoto, Kitashiro	Head	R		M	Jp	32	M	1905	Al			yes	yes	Japan	Japanese	Japan	Japanese	Japan	Japanese	yes	Proprietor	Restaurant	Eng		
8				— Yoshiko	Wife			F	Jp	25	M	1918	Al			yes	yes	Japan	Japanese	Japan	Japanese	Japan	Japanese	yes	None				
9				— Yoshimi	Brother			M	Jp	26	S	1918	Al			yes	yes	Japan	Japanese	Japan	Japanese	Japan	Japanese	yes	Waiter	Restaurant	W		
10	906	A	A	McKay, Catherine	Lodger			F	W	67	Wd					yes	yes	Illinois		Orleans	English	Wales	English	yes	Boys' Dorm	Club	W		
11				Jacketta, Frank	Lodger			M	W	38	Wd	1911	Pa			yes	yes	Italy	Italian	Italy	Italian	Italy	Italian	yes	Shoemaker	Repair Shop	W		
12				Moore, Hillman L.	Lodger			M	W	46	Wd					yes	yes	California		New York		Ontario, Can.	English	yes	Butcher	Retail Store	W		
13				— Jacob E.	Lodger			M	W	70	Wd					yes	yes	New York		New York		New York		yes	Retired	Quilting	W		
14				Rayburn, Maude M.	Lodger			F	W	37	S					yes	yes	Missouri		W. Virginia		W. Virginia		yes	Saleslady	Dress Suit	W		
15				Schoen, Elizabeth	Lodger			F	W	19	S				No	yes	yes	Washington		Germany	German	Germany	German	yes	Student	Baptistic	W		
16				Bilasic, Christina	Lodger			F	W	20	S				No	No	yes	Spokane		Russia	Russian	Russia	Russian	yes	Student	Baptistic	W		
17				Teague, Lydia A.	Lodger			F	W	28	M					yes	yes	Colorado		Iowa		Pennsylvania		yes	Teacher	Baptistic	W		
18				Sullivan, Mary E.	Lodger			F	W	33	D					yes	yes	Minnesota		Vermont		Minnesota		yes	Matron	Restaurant	W		
19				McCoy, Isaac A.	Lodger			F	W	24	D					yes	yes	Minnesota		Illinois		Michigan		yes	Matron	Baptistic	W		
20				Richardson, Hulda H.	Lodger			M	W	77	M					yes	yes	New York		New York		New York		yes	Electrician	Elec Shop	Eng		
21				— Iris M.	Lodger			F	W	32	M					yes	yes	Iowa		Scotland	English	Scotland	English	yes	None				
22				Schaeles, Mildred B.	Lodger			M	W	26	S					yes	yes	Ohio		Ohio		Ohio		yes	Salesman	Store	W		
23				Beaumont, Emma	Lodger			F	W	40	S					yes	yes	Ohio		England	English	New York		yes	Matron	Hotel	W		
24				Larsen, Martin	Lodger			M	W	77	S	1910	Al			yes	yes	Norway	Norwegian	Norway	Norwegian	Norway	Norwegian	yes	Bus Boy	Restaurant	W		
25				Brown, Archie	Lodger			M	W	23	D					yes	yes	North Dakota		Canada	English	North Dakota		yes	Waiter	Baptistic	W		
26				Howard, Earl A.	Lodger			M	W	21	S	1911	Nat		No	yes	yes	British Columbia	English	Nova Scotia	English	Nova Scotia	English	yes	Auto Truck Driver	General Work	O.W.		
27				McKay, Elva M.	Lodger			F	W	23	S					yes	yes	Washington		Prince Edward Island	English	Prince Edward Island	English	yes	Stenographer	Florist Shop	W		
28				Cox, Joseph	Lodger			M	W	54	S	1874	Nat	1916		yes	yes	Quebec	French	Quebec	French	Quebec	French	yes	Waiter	Hotel	W		
29				Colgate, Mark B.	Lodger			M	W	33	S	1914	Nat			yes	yes	Iowa	Swedish	Iowa	Swedish	Iowa	Swedish	yes	Sawyer	Mill Work	W		
30				Sikora, Peter M.	Lodger			M	W	51	Wd	1898	Nat			yes	yes	Russia	Russian	Russia	Russian	Russia	Russian	yes	Worker	Restaurant	Eng		
31				Edmund, Oliver C.	Lodger			M	W	37	Wd					yes	yes	Pennsylvania		Pennsylvania		Pennsylvania		yes	Manager	Wholesale Grocery	Eng		
32				Franklin, Joe C.	Lodger			M	W	26	M					yes	yes	Minnesota		New York		Iowa		yes	Barber	Barber Shop	Eng		
33				Hirth, William B.	Lodger			M	W	27	M					yes	yes	Washington		Illinois		Pennsylvania		yes	Auto Mechanic	Garage	W		
34				Stewart, John Roy	Lodger			M	W	37	S					yes	yes	Iowa		Maryland		New York		yes	Auto Mechanic	Tractor Company	W		
35				Miller, John H.	Lodger			M	W	37	S					yes	yes	Michigan		Wisconsin		Wisconsin		yes	Salesman	Retail Shoe Store	W		
36				Pulcher, Viola M.	Lodger			F	W	23	S					yes	yes	Washington		North Dakota		Montana		yes	Waitress	Restaurant	W		
37				Brown, Violet	Lodger			F	W	28	S					yes	yes	Washington		Oregon		Iowa		yes	Waitress	Restaurant	W		
38				McGee, Effie R.	Lodger			F	W	22	S					yes	yes	Montana		Ohio		Maine		yes	Stenographer	Real Estate	W		
39				Magnuson, Fanny O.	Lodger			M	W	32	S	1906	Pa	1910		yes	yes	Sweden	Swedish	Sweden	Swedish	Sweden	Swedish	yes	Salesman	Implements	W		
40				Butler, Claude L.	Lodger			M	W	34	D					yes	yes	Oregon		Wisconsin		Oregon		yes	Salesman	Industrial Furniture	O.W.		
41				Gibbon, George A.	Lodger			M	W	23	S					yes	yes	Washington		Illinois		New York		yes	Clerk	Fruit & Produce	W		
42				Lagnaud, Harry	Lodger			M	W	28	S				No	yes	yes	Illinois		Iowa		Illinois		yes	Sales Lady	Morning Ore	W		
43				Nalder, Clyde	Head	Rent		M	W	29	M	1911				yes	yes	Idaho		Illinois		Indiana		yes	Cook	Restaurant	W		
44				— Minnie	Wife			F	W	30	M					yes	yes	Idaho		Montana		Colorado		yes	Waitress	Restaurant			
45				Thompson, Ruby	Lodger			F	W	8	S					yes	yes	Idaho		Idaho		Idaho		yes	None				
46	128	8	8	Bell, Joseph	Head	R		M	W	44	S					yes	yes	Pennsylvania		England	French	France	French	yes	Carter	Carpet Shop	W		
47	1116	9	9	Blalock, John B.	Head	O	M	M	W	62	M					yes	yes	Tennessee		Tennessee		Tennessee		yes	Rancher	Apartment House	Eng		
48				— Martha H.	Wife			F	W	62	M					yes	yes	Missouri		Vermont		New York		yes	None				
49			10	Harrington, William H.	Head	R		M	W	40	M	1914	Al			yes	yes	Quebec	English	England	English	Scotland	English	yes	Commercial Traveler	Hardware	W		
50				— M. Edith	Wife			F	W	24	M	1914	Al			yes	yes	England	English	England	English	England	English	yes	None				

Figure 37. 1920 Census enumeration district card. United States of America, Bureau of the Census.

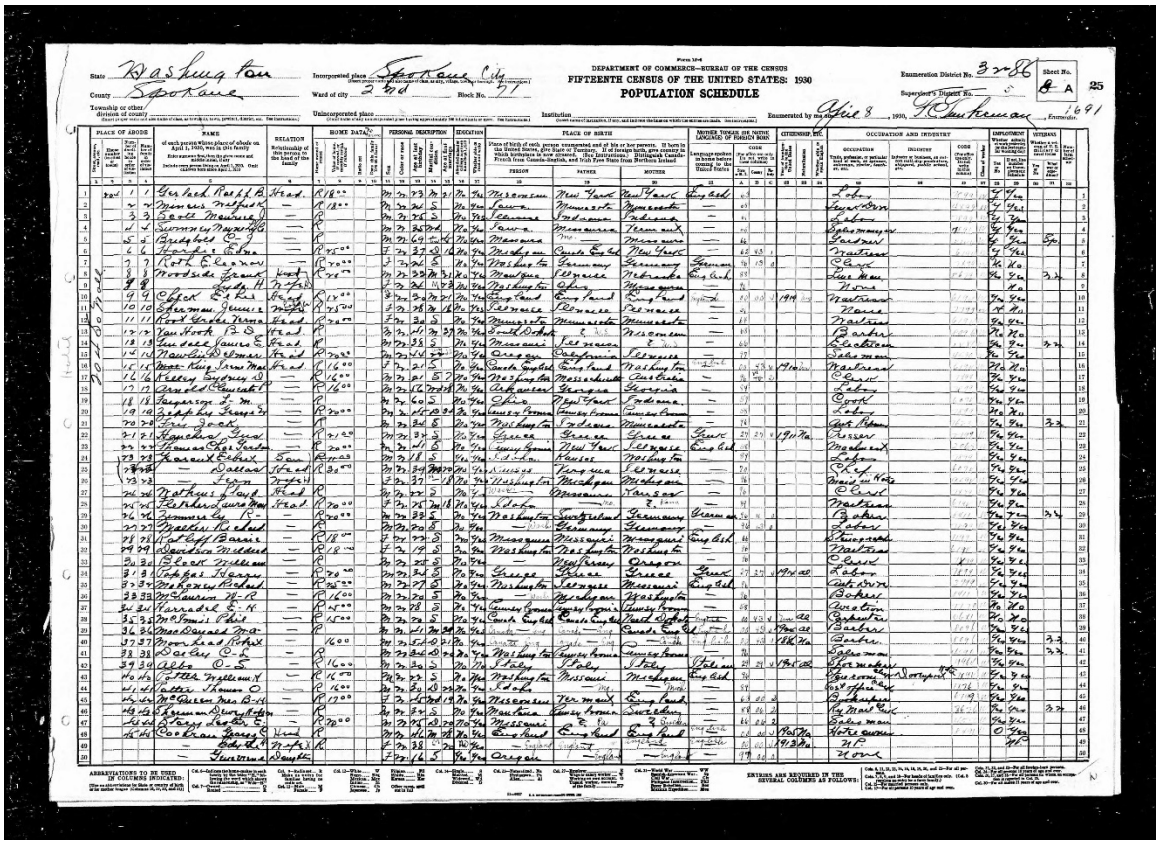
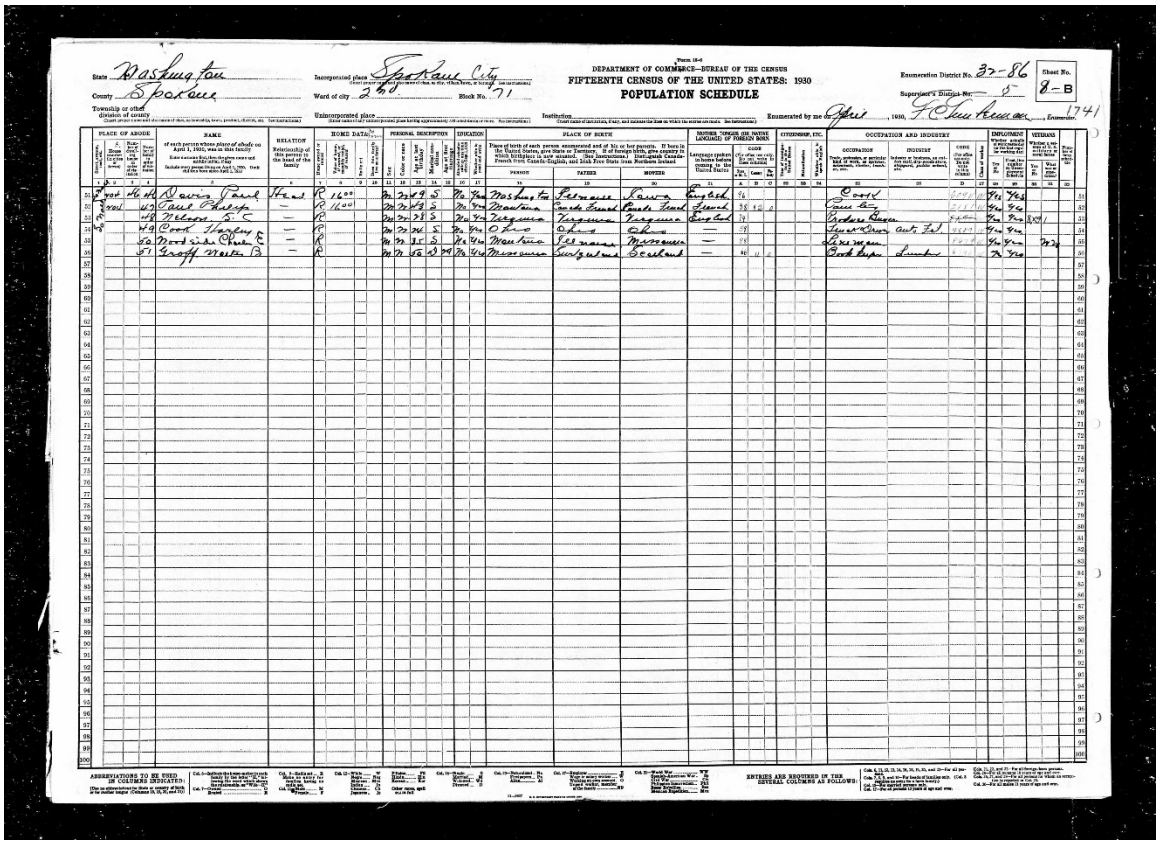


Figure 38. 1930 Census enumeration district card. United States of America, Bureau of the Census.



State Washington
County Spokane
Township or other division of county
Incorporated place Spokane City
Ward of city 2nd
Block No. 71
Unincorporated place
Institution
Enumeration District No. 37-86
Sheet No. 8-B
Supervisor's District No. 5
Enumerated by me on April 1, 1930, L. Fuchsman, Enumerator. 1741

DEPARTMENT OF COMMERCE—BUREAU OF THE CENSUS
FIFTEENTH CENSUS OF THE UNITED STATES: 1930
POPULATION SCHEDULE

Line	Street	House No.	Dwelling No.	Family No.	Name	Relation	Home Owned or Rented	Value or Rent	Radio	Sex	Color or race	Age	Marital status	Attended school	Able to read	Able to write	Place of birth: Person	Place of birth: Father	Place of birth: Mother	Language spoken in home before coming to U.S.	Year of immigration	Naturalized or alien	Year of naturalization	Attended school	Able to read	Able to write	Occupation	Industry	Class of worker	Months unemployed	Veteran
1	2	3	4		5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	21	A	B	C	25	26	27	28	D	29	30	31
30	2nd	46	44		Davis Paul	Head	R	1200		M	W	24	S		Yes	Yes	Washington	Germany	Germany	English	19						Cook			Yes	Yes	
31	2nd		42		Paul Phebe	—	R	1100		M	W	23	S		Yes	Yes	Montana	North Dakota	North Dakota	French	28	NA	A				Cook			Yes	Yes	
32			48		Melson S. C	—	R			M	W	28	S		Yes	Yes	Virginia	Virginia	Virginia	English	19						Packer Brewery			Yes	Yes	1918
33			49		Cook Stanley	—	R			M	W	26	S		Yes	Yes	Ohio	Ohio	Ohio	—	19						Tinsmith Shop	Auto Tel		Yes	Yes	
34			50		Woodside Charles E	—	R			M	W	35	S		Yes	Yes	Montana	Tennessee	Missouri	—	19						Linoleum			Yes	Yes	Yes
35			51		Groff Walter B	—	R			M	W	56	D	49	Yes	Yes	Missouri	Switzerland	Scotland	—	80						Book Keeper	Lumber		Yes	Yes	

ABBREVIATIONS TO BE USED IN COLUMNS INDICATED

ENTRIES ARE REQUIRED IN THE SEVERAL COLUMNS AS FOLLOWS:

Figure 39. 1930 Census enumeration district card. United States of America, Bureau of the Census.

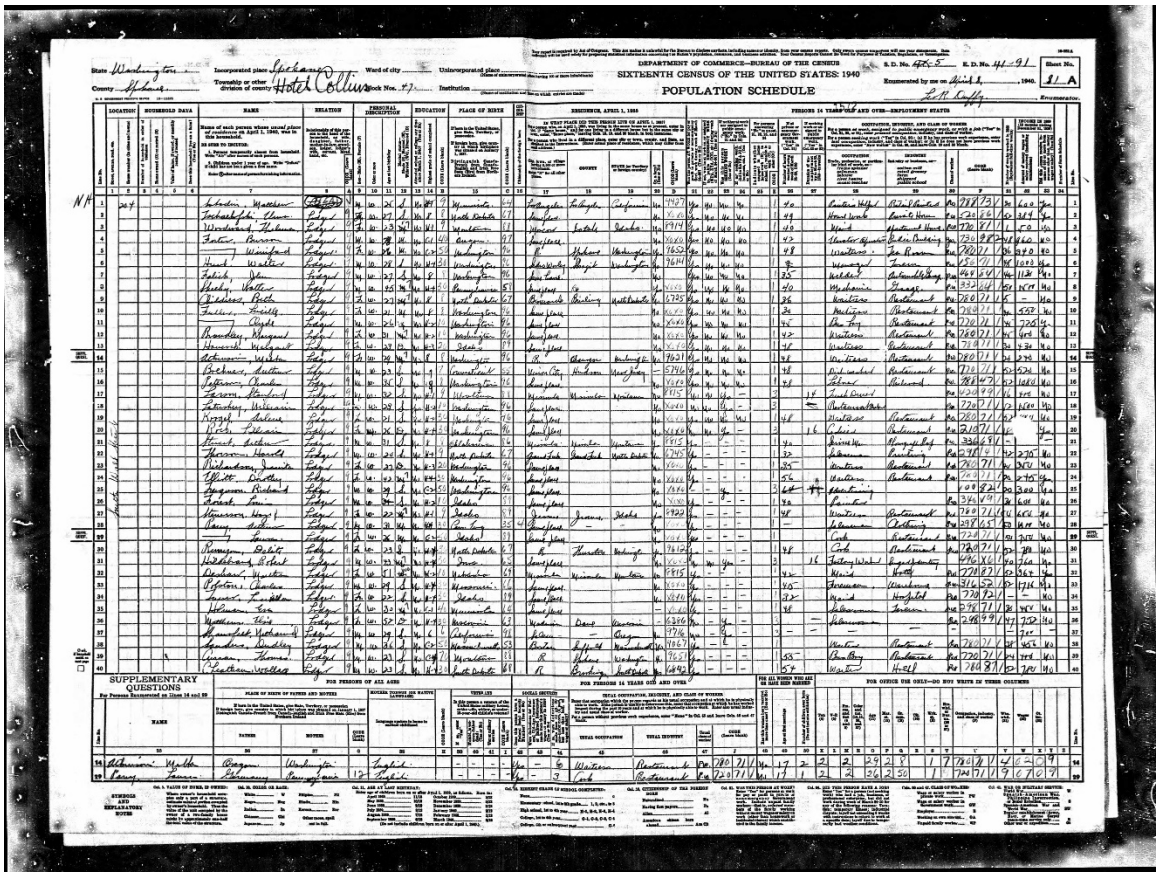


Figure 40.. 1940 Census enumeration district card. United States of America, Bureau of the Census.

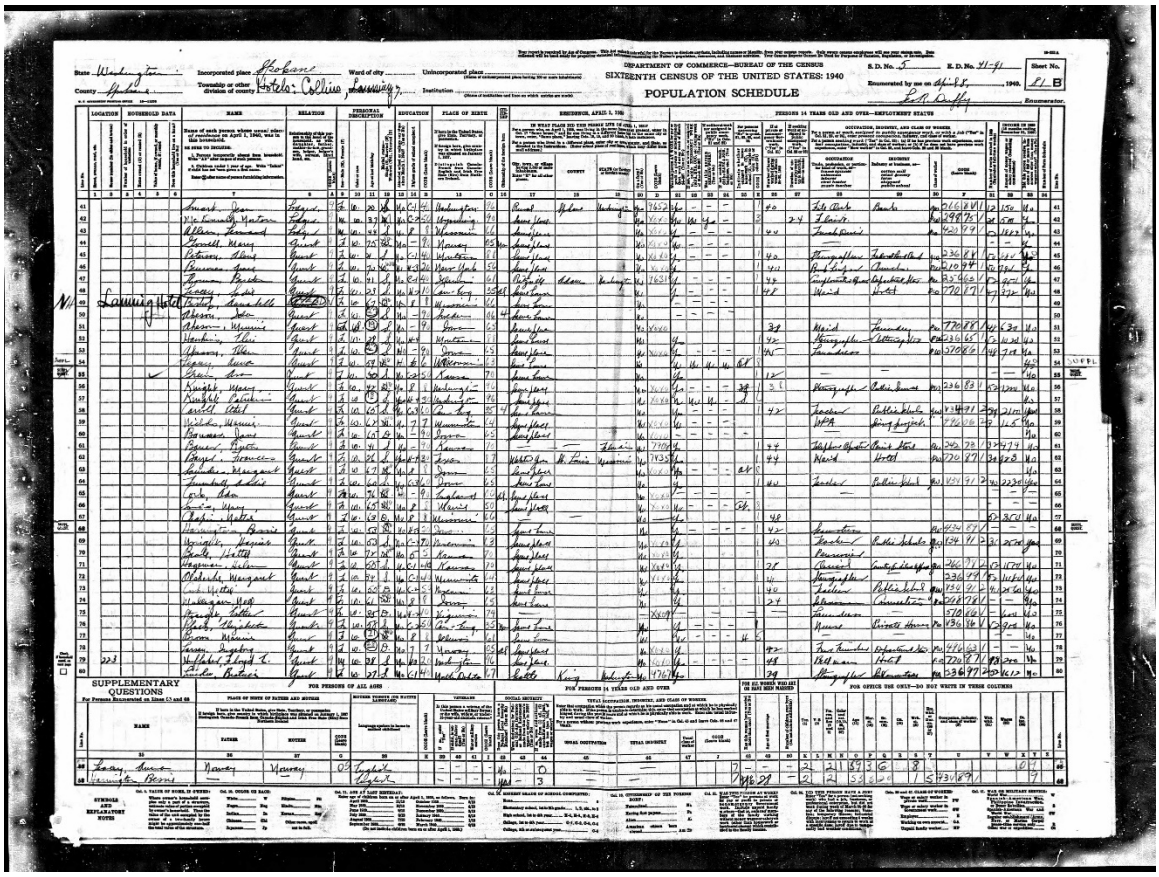
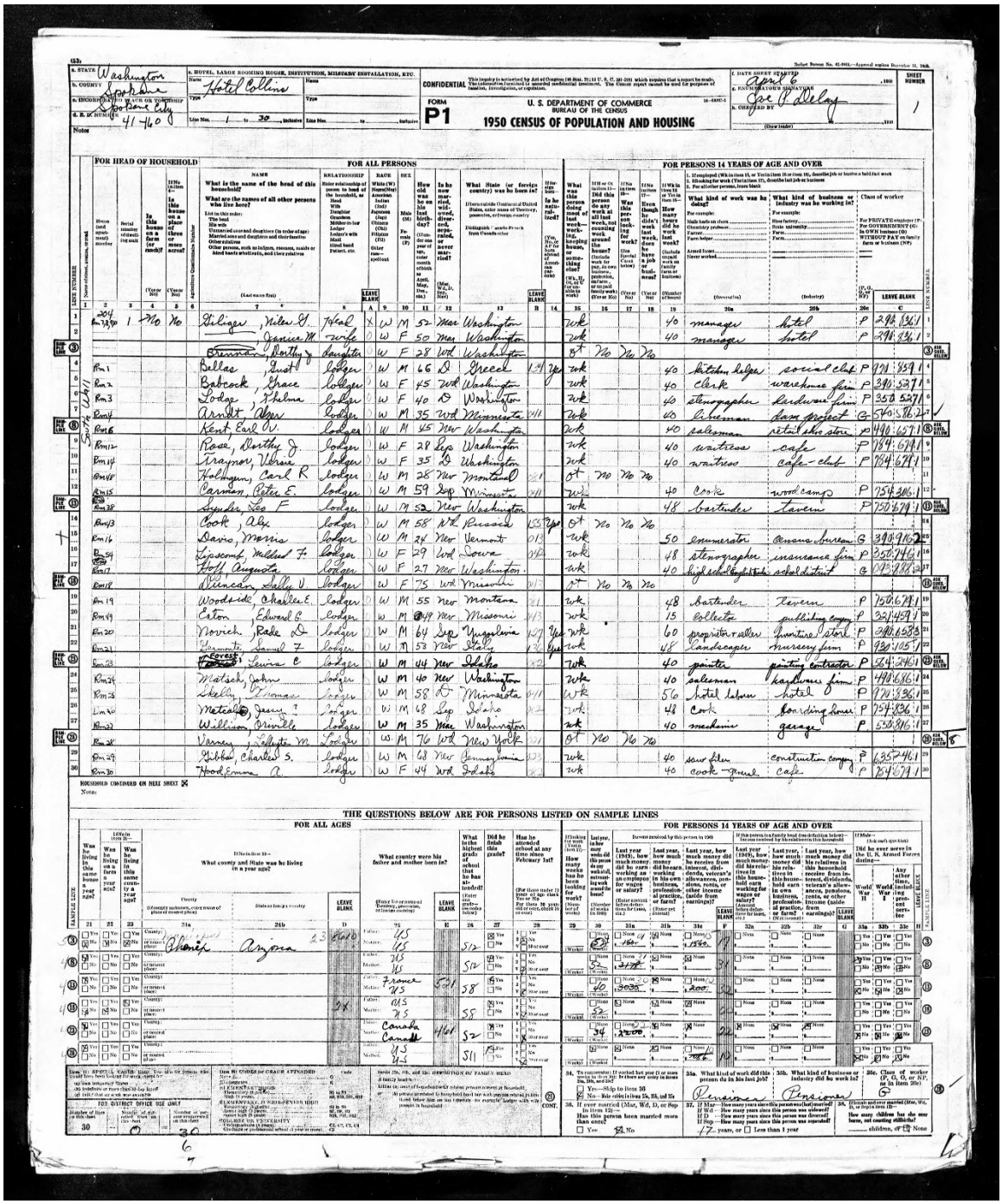


Figure 41. 1940 Census enumeration district card. United States of America, Bureau of the Census.



FORM P1 — U. S. DEPARTMENT OF COMMERCE, BUREAU OF THE CENSUS — 1950 CENSUS OF POPULATION AND HOUSING

CONFIDENTIAL — This inquiry is authorized by Act of Congress (13 Stat. 21; 13 U. S. C. 241-251) which requires that a report be made, without delay, to the enumerator, or mailed mechanical tabulation. The Census report cannot be used for purposes of taxation, investigation, or regulation.

a. STATE: Washington
b. COUNTY: Spokane
c. INCORPORATED PLACE OR TOWNSHIP: Spokane City
d. E. D. NUMBER: 41-46 C
Notes

a. HOTEL, LABOR ROOMING HOUSE, INSTITUTION, MILITARY INSTALLATION, ETC.: Name: Hotel Collins; Type; Name; Type; Line Nos. 1 to 30 inclusive; Line Nos. ___ to ___ inclusive

f. DATE SHEET STARTED: April 6, 1950
g. ENUMERATOR'S SIGNATURE: Joe V. Delay
h. CHECKED BY: (Date) ___, 1950

SHEET NUMBER: 1

FOR HEAD OF HOUSEHOLD — FOR ALL PERSONS — FOR PERSONS 14 YEARS OF AGE AND OVER

Line	Street (and apartment) number	Serial number of dwelling unit	Is this house on a farm (or ranch)?	Is this house on a place of three or more acres?	Name (Last name first)	Relationship	Race	Sex	Age	Month and year last birthday	Place of birth	Leave blank	Was this person living in this house on April 1, 1949?	Was this person living on a farm on April 1, 1949?	Was this person living in this county on April 1, 1949?	What was this person doing most of last week—working, keeping house, or something else?	If not working, did this person have a job or business?	Was this person looking for work?	How many hours did he work last week?	What kind of work was he doing?	What kind of business or industry was he working in?	Class of worker	Leave blank
1	204		No	No	Hilinger, Niles H.	Head	W	M	52	Mar	Washington					wk			40	manager	hotel	P	
2	Rm 13				Janice M.	wife	W	F	50	Mar	Washington					wk			40	manager	hotel	P	
3					Brennan, Dorthy J.	daughter	W	F	28	Wd	Washington					ot	No	No	No				
4	Rm 1				Bellas, Just	lodger	W	M	66	D	Greece		Yes			wk			40	kitchen helper	social club	P	
5	Rm 2				Babcock, Grace	lodger	W	F	45	Wd	Washington					wk			40	clerk	warehouse firm	P	
6	Rm 3				Lodge, Thelma	lodger	W	F	40	D	Washington					wk			40	stenographer	hardware firm	P	
7	Rm 4				Arndt, Alex	lodger	W	M	35	Wd	Minnesota					wk			40	fireman	farm project	G	
8	Rm 6				Kent, Earl W.	lodger	W	M	45	Nev	Washington					wk			40	salesman	retail shoe store	P	
9	Rm 12				Rose, Dorthy J.	lodger	W	F	28	Sep	Washington					wk			40	waitress	cafe	P	
10	Rm 14				Traynor, Verne	lodger	W	F	35	D	Washington					wk			40	waitress	cafe-club	P	
11	Rm 18				Hoffman, Carl R	lodger	W	M	28	Nev	Montana					ot	No	No	No				
12	Rm 15				Carmen, Peter E.	lodger	W	M	59	Sep	Minnesota					wk			40	cook	wood camp	P	
13	Rm 38				Lynche, Leo F	lodger	W	M	52	Nev	Washington					wk			48	bartender	tavern	P	
14	Rm 13				Cook, Alex	lodger	W	M	58	Wd	Russia		Yes			ot	No	No	No				
15	Rm 16				Davis, Morris	lodger	W	M	24	Nev	Vermont					wk			50	enumerator	census bureau	G	
16	Rm 54				Lipscomb, Mildred F.	lodger	W	F	29	Wd	Iowa					wk			48	stenographer	insurance firm	P	
17	Rm 17				Hoff, Augusta	lodger	W	F	27	Nev	Washington					wk			40	high school teacher	school district	G	
18	Rm 18				Duncan, Sally V.	lodger	W	F	75	Wd	Missouri					ot	No	No	No				
19	Rm 19				Woodside, Charles E.	lodger	W	M	55	Nev	Montana					wk			48	bartender	tavern	P	
20	Rm 49				Eaton, Edward G	lodger	W	M	49	Nev	Missouri					wk			15	collector	publishing company	P	
21	Rm 20				Novich, Rade D	lodger	W	M	64	Sep	Yugoslavia		Yes			wk			60	proprietor-seller	furniture store	P	
22	Rm 21				Yarmouth, Samuel T.	lodger	W	M	53	Nev	Italy		Yes			wk			48	landscaper	nursery firm	P	
23	Rm 43				Lewis, Louis C	lodger	W	M	44	Nev	Idaho					wk			40	painter	painting contractor	P	
24	Rm 24				Matsich, John	lodger	W	M	40	Nev	Washington					wk			40	salesman	hardware firm	P	
25	Rm 25				Kelly, Thomas	lodger	W	M	58	D	Minnesota					wk			56	hotel laborer	hotel	P	
26	Rm 42				Metcalf, Jerry T	lodger	W	M	48	Sep	Idaho					wk			48	cook	boarding house	P	
27	Rm 23				Williams, Orville	lodger	W	M	35	Nev	Washington					wk			40	mechanic	garage	P	
28	Rm 28				Varney, Juliette M	lodger	W	M	76	Wd	New York					ot	No	No	No				
29	Rm 29				Gibbs, Charles S.	lodger	W	M	68	Nev	Pennsylvania					wk			40	saw filer	construction company	P	
30	Rm 30				Hodges, Emma A	lodger	W	F	44	Wd	Idaho					wk			40	cook-general	cafe	P	

HOUSEHOLD CONTINUED ON NEXT SHEET
Note:

THE QUESTIONS BELOW ARE FOR PERSONS LISTED ON SAMPLE LINES

FOR ALL AGES — FOR PERSONS 14 YEARS OF AGE AND OVER

Line	Was he living in this same house a year ago?	Was he living on a farm a year ago?	Was he living in this same county a year ago?	County (If country unknown, enter name of place of usual residence)	State or foreign country	Leave blank	What country were his father and mother born in?	Leave blank	What is the highest grade he has completed?	Did he finish this grade?	Has he attended school at any time since February 1st?	Last year, how many weeks did this person work at any job or business?	Last year (1949), how much money did he earn working as an employee for wages or salary?	Last year, how much money did he earn in his own business, profession, or practice, or farm?	Last year, how much money did he receive from interest, dividends, veteran's allowances, pensions, rents, or other income (aside from earnings)?	Leave blank	Last year (1949), how much money did his relatives living in this household earn working for wages or salary?	Last year, how much money did his relatives in this household hold earn in own business, profession, or practice, or farm?	Last year, how much money did his relatives in this household receive from interest, dividends, veteran's allowances, pensions, rents, or other income (aside from earnings)?	Leave blank	World War II	World War I	Any other time, including geneset service	Leave blank
3	Yes	Yes	No	Cochise	Arizona		Father: US; Mother: US		5th	No		52	1500											
18	Yes	No	No				Father: US; Mother: US		8th	No		52	1400											
4	Yes	No	No				Father: France; Mother: US					40	3000											
19	Yes	No	No				Father: US; Mother: US					52	2200											
5	Yes	No	No				Father: Canada; Mother: Canada					34	2200											
20	Yes	No	No				Father: US; Mother: US																	

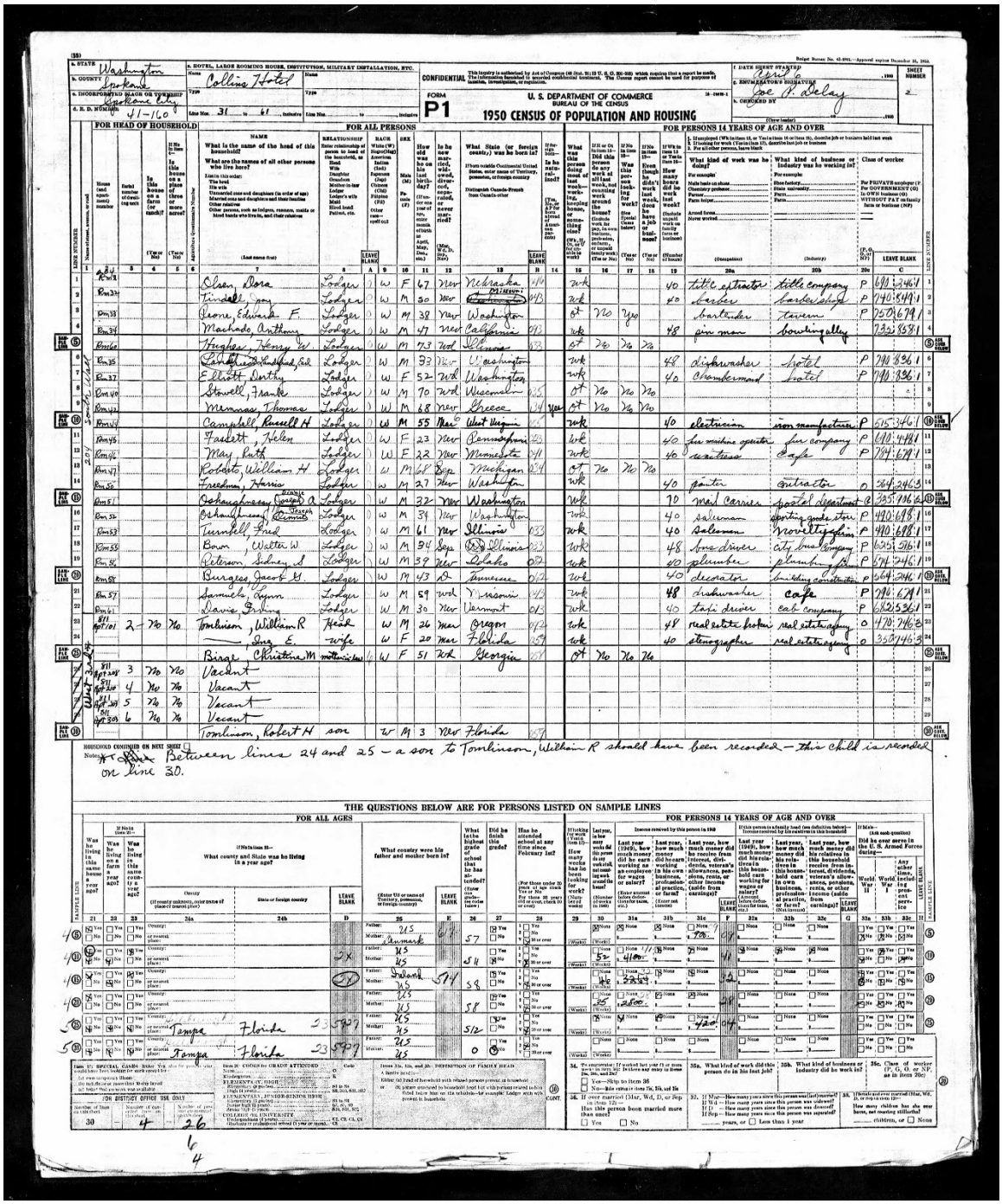
Item 31: SPECIAL CODES USED: Use one of letters below when hours have been lost for work, especially:
(a) Non-temporary illness
(b) Accidents or more than 10 days lost
(c) Bad weather or work was available

Item 32: CODES for GRADE ATTENDED: Nursery school — 0; Kindergarten — K; Elementary or grade — 1 to 8; Elementary or grade — 9 to 12; High school (4 years) — 1 to 4; Higher than 4 years — 5 or more; Elementary or grade — 1 to 8; Elementary or grade — 9 to 12; High school (4 years) — 1 to 4; Higher than 4 years — 5 or more; Elementary or grade — 1 to 8; Elementary or grade — 9 to 12; High school (4 years) — 1 to 4; Higher than 4 years — 5 or more; COLLEGE OR UNIVERSITY: Undergraduate — 1, 2, 3, 4, 5 or more; Graduate or professional school — 1 or more

Items 33a, 33b, and 33c: DEFINITION OF FAMILY: MEMO: A family is:
(1) A group of two or more persons related by blood, marriage, or adoption, living together in a household; or
(2) A person unrelated to household head but with whom related persons live. Look below him on sample lines for example: lodger with whom persons in household

DISTRICT OFFICE USE ONLY: Number of sample lines on this sheet: 30; Number of sample persons enumerated on this sheet: 30

Figure 42. 1950 Census enumeration district card. United States Department of Commerce, Bureau of the Census.



FORM P1 — U.S. DEPARTMENT OF COMMERCE, BUREAU OF THE CENSUS — 1950 CENSUS OF POPULATION AND HOUSING

a. STATE: Washington
b. COUNTY: Spokane
c. INCORPORATED PLACE OR TOWNSHIP: Spokane City
d. E. D. NUMBER: 41-160
a. HOTEL, LABOR ROOMING HOUSE, INSTITUTION, MILITARY INSTALLATION, ETC.: Name: Collins Hotel
Line Nos. 31 to 61 Inclusive
CONFIDENTIAL — This inquiry is authorized by Act of Congress (46 Stat. 21; 13 U. S. C. 224-225) which requires that a report be made, and that information furnished be held confidential. This information may not be used for purposes of taxation, investigation, or regulation.
f. DATE SENT (STATE): 1950
g. ENUMERATOR'S SIGNATURE: Joe R. Delay
h. CHECKED BY: (Date leader) 1950
SHEET NUMBER 2

FOR HEAD OF HOUSEHOLD: Name of street, avenue, road; House number (and apartment number); Serial number of dwelling unit; Is this house on a farm (or ranch)? (Yes or No); Is this house on a farm or place of three or more acres? (Yes or No)

FOR ALL PERSONS: Line; Name (Last name first); Relationship (Head, Wife, Son, Daughter, Grandson, Mother-in-law, Lodger, Lodger's wife, Maid, Hired hand, Patient, etc.); Race (White (W), Negro (Negro), American Indian (Indian), Japanese (Jap), Chinese (Chi), Filipino (Fil), Other race—spell out); Sex (Male (M), Female (F)); How old was he on his last birthday? (If under one year of age, enter month of birth: Jan., Feb., Mar., etc.); Is he now married, widowed, divorced, separated, or never married? (Mar., W., D., Div., Sep., Never); What State (or foreign country) was he born in? (If born outside Continental United States, enter name of Territory, possession, or foreign country. Distinguish Canada-French from Canada-other); Is he now attending school? (Yes, No, or Attending school part time or part-time); LEAVE BLANK

FOR PERSONS 14 YEARS OF AGE AND OVER: What was this person doing most of last week—working, looking for work, keeping house, or something else? (Fill, W, LF, or O); Did this person do any work at all last week, not counting work around the house? (Include unpaid work in family business, profession, farm, or other income-producing enterprise.) (Yes or No); If No in line 15—Was this person temporarily absent from a job or business? (Yes or No); If Yes in line 16—Even though he didn't work last week, has he been working for wages or salary in the past 12 months? (Yes or No); How many hours did he work last week? (Number entered; if "40" or more, leave blank); What kind of business or industry was he working in? For example: Main basis on abstract ..... Chemistry professor ..... Farmer ..... Farm laborer ..... Armed forces ..... Never worked ..... (Industry); What kind of work was he doing? For example: Abstract ..... Chemist ..... Farmer ..... Farm laborer ..... (Occupation); Class of worker: For PRIVATE employer (P); For GOVERNMENT (G); For OWN business (O); WITHOUT PAY on family farm or business (NP); LEAVE BLANK

Line	Name	Relationship	Race	Sex	Age	Marital status	Place of birth	Occupation	Industry	Class of worker
1	Olsen, Dora	Lodger	W	F	67	Wid	Nebraska	little estimator	little company	P
2	Tindall, Guy	Lodger	W	M	50	Mar	~~Canada~~ Missouri	barber	barbershop	P
3	Crane, Edward F.	Lodger	W	M	38	Mar	Washington	bartender	tavern	P
4	Machado, Anthony	Lodger	W	M	47	Mar	California	pin man	bowling alley	P
5	Hughes, Henry W	Lodger	W	M	73	Wid	Illinois			
6	Lindstrom, Lindstrand, Carl	Lodger	W	M	33	Mar	Washington	dishwasher	hotel	P
7	Elliott, Dorthy	Lodger	W	F	52	Wid	Washington	chambermaid	hotel	P
8	Stowell, Frank	Lodger	W	M	70	Wid	Wisconsin			
9	Mermaras, Thomas	Lodger	W	M	68	Mar	Greece			
10	Campbell, Russell H	Lodger	W	M	55	Mar	West Virginia	electrician	iron manufacture	P
11	Fasbett, Helen	Lodger	W	F	23	Mar	Pennsylvania	fur machine operator	fur company	P
12	May, Ruth	Lodger	W	F	22	Mar	Minnesota	waitress	cafe	P
13	Roberts, William H	Lodger	W	M	68	Sep	Michigan			
14	Freeman, Marion	Lodger	W	M	27	Mar	Washington	painter	contractor	O
15	Schaughnessy, Joseph A	Lodger	W	M	32	Mar	Washington	mail carrier	postal department	G
16	Schaughnessy, Joseph A	Lodger	W	M	34	Mar	Washington	salesman	sporting goods store	P
17	Turnell, Fred	Lodger	W	M	61	Mar	Illinois	salesman	wholesale grocery	P
18	Bown, Walter W	Lodger	W	M	34	Sep	Illinois	truck driver	city bus company	P
19	Peterson, Sidney S	Lodger	W	M	39	Mar	Idaho	plumber	plumbing	P
20	Burgess, Jacob H	Lodger	W	M	43	D	Tennessee	decorator	building contractor	P
21	Samuels, Lynn	Lodger	W	M	59	Wid	Missouri	dishwasher	cafe	P
22	Davis, Irving	Lodger	W	M	30	Mar	Vermont	taxi driver	cab company	P
23	Tomlinson, William R	Head	W	M	26	Mar	Oregon	real estate broker	real estate agency	O
24	——, Inez E.	wife	W	F	20	Mar	Florida	stenographer	real estate agency	O
25	Birge, Christine M	mother-in-law	W	F	51	Wid	Georgia			
26	Vacant									
27	Vacant									
28	Vacant									
29	Vacant									
30	Tomlinson, Robert H	son	W	M	3	Mar	Florida			

HOUSEHOLD CONTINUED ON NEXT SHEET

Notes: Between lines 24 and 25 — a son to Tomlinson, William R should have been recorded — this child is recorded on line 30.

THE QUESTIONS BELOW ARE FOR PERSONS LISTED ON SAMPLE LINES

FOR ALL AGES: Was he living in this same house a year ago? (Yes or No); If No in item 21—Was he living in this same county a year ago? (Yes or No); If No in item 22—What county and State was he living in a year ago? (If county unknown, enter name of place of usual residence); What country was his father and mother born in? (Enter US or name of Territory, possession, or foreign country); What is the highest grade of school that he has attended? (Enter 0 if none); Did he finish this grade? (Yes or No); Has he attended school at any time since February 1st? (For those under 25 years of age only. Check Yes or No. For those 25 years of age and over, check Yes or No.)

FOR PERSONS 14 YEARS OF AGE AND OVER: If looking for work (Yes in item 15), How many weeks has he been looking for work? (Number of weeks); Last year, how many weeks did this person do any work at all (not counting work around the house)? (Number of weeks); Income received by this person in 1949: Last year (1949), how much money did this person receive for wages or salary? (Exclude tips, commissions, etc.); Last year, how much money did this person receive in his own business, professional practice, or farm? (Exclude rent income); Last year, how much money did this person receive from dividends, interest, rents, royalties, pensions, veteran's allowances, pensions, rents, or other income (aside from earnings)? (Enter amount before deduction for taxes, etc.); If this person is a family head (see definition below)—Income received by his relatives in this household: Last year, how much money did this person receive from income received from his relatives? (Exclude rent income); Last year, how much money did this person receive from income received from his relatives? (Exclude rent income); Last year, how much money did this person receive from income received from his relatives? (Exclude rent income); If Male—(Ask each question): Did he ever serve in the U. S. Armed Forces during—World War I; World War II; Any other time, including present peacetime service?

Line	Was living in this same house a year ago?	Was living on a farm a year ago?	County	State or foreign country	Father	Mother	Grade	Finished grade?	Attended school since Feb. 1?
1	Yes	Yes	Tampa	Florida	US	Denmark	6th	57	Yes
2	Yes	Yes	Tampa	Florida	US	US	5th	51	Yes
3	Yes	Yes	Tampa	Florida	US	Sweden	5th	58	Yes
4	Yes	Yes	Tampa	Florida	US	US	5th	58	Yes
5	Yes	Yes	Tampa	Florida	US	US	5th	512	Yes
6	Yes	Yes	Tampa	Florida	US	US	5th	0	Yes

Line	Last year, how many weeks did this person do any work at all (not counting work around the house)?	Last year (1949), how much money did this person receive for wages or salary?	Last year, how much money did this person receive in his own business, professional practice, or farm?	Last year, how much money did this person receive from dividends, interest, royalties, veteran's allowances, pensions, rents, or other income (aside from earnings)?	Last year, how much money did this person receive from income received from his relatives?	Last year, how much money did this person receive from income received from his relatives?	Did he ever serve in the U. S. Armed Forces during World War I?	World War II?	Any other time, including present peacetime service?
1	None	None	None	None	None	None	Yes	Yes	Yes
2	None	None	11	None	None	None	Yes	Yes	Yes
3	None	None	None	None	None	None	Yes	Yes	Yes
4	None	None	None	None	None	None	Yes	Yes	Yes
5	None	None	None	None	None	None	Yes	Yes	Yes
6	None	None	None	None	None	None	Yes	Yes	Yes

Item 17: SPECIAL CASES—Enter Yes if the person you would have first included or were asked for:
(1) Inmate of institution
(2) Inmate of a home, school, hospital, or other institution
(3) Patient or resident in a sanatorium

Item 18: CODES FOR GRADE ATTENDED: Nursery school, Kindergarten ..... Code 0; ELEMENTARY (1–8): 1st grade ..... 1, 2nd grade ..... 2, 3rd grade ..... 3, 4th grade ..... 4, 5th grade ..... 5, 6th grade ..... 6, 7th grade ..... 7, 8th grade ..... 8; HIGH SCHOOL (1–4): 1st year ..... 9, 2nd year ..... 10, 3rd year ..... 11, 4th year ..... 12; COLLEGE (1–4): 1st year ..... 13, 2nd year ..... 14, 3rd year ..... 15, 4th year ..... 16; COLLEGE OR UNIVERSITY (Graduate or professional school): 1st year ..... G1, 2nd year ..... G2, 3rd year ..... G3, 4th year G4

Item 23a, 23b, and 23c—DEFINITION OF FAMILY HEAD: A family head is—
Either (a) Head of household with related persons present in household
or (b) A person presumed to household (not for other persons in household) listed below him on the schedule—for example: Lodger with wife present in household

CONT.

FOR DISTRICT OFFICE USE ONLY: Number of lines on this page: 30; Number of persons under 14 years of age: 4; Number of persons 14 years of age and over: 26; 6; 4

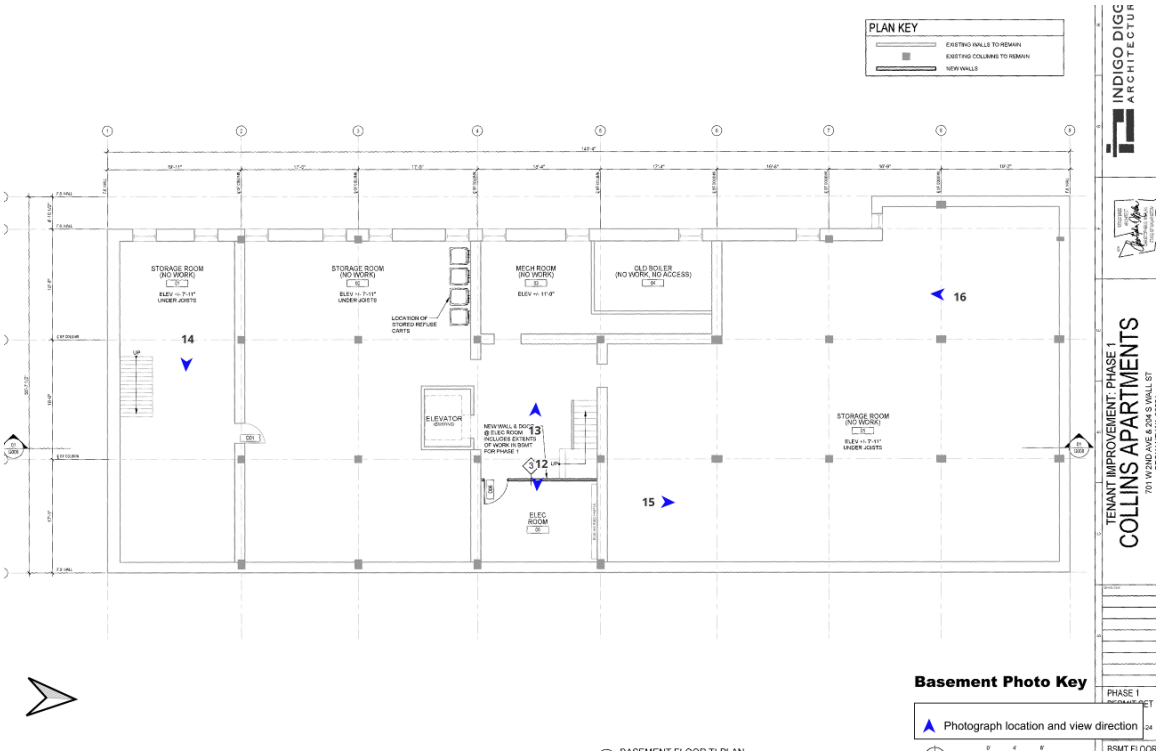
Figure 43. 1950 Census enumeration district card. United States Department of Commerce, Bureau of the Census.

Photographs:

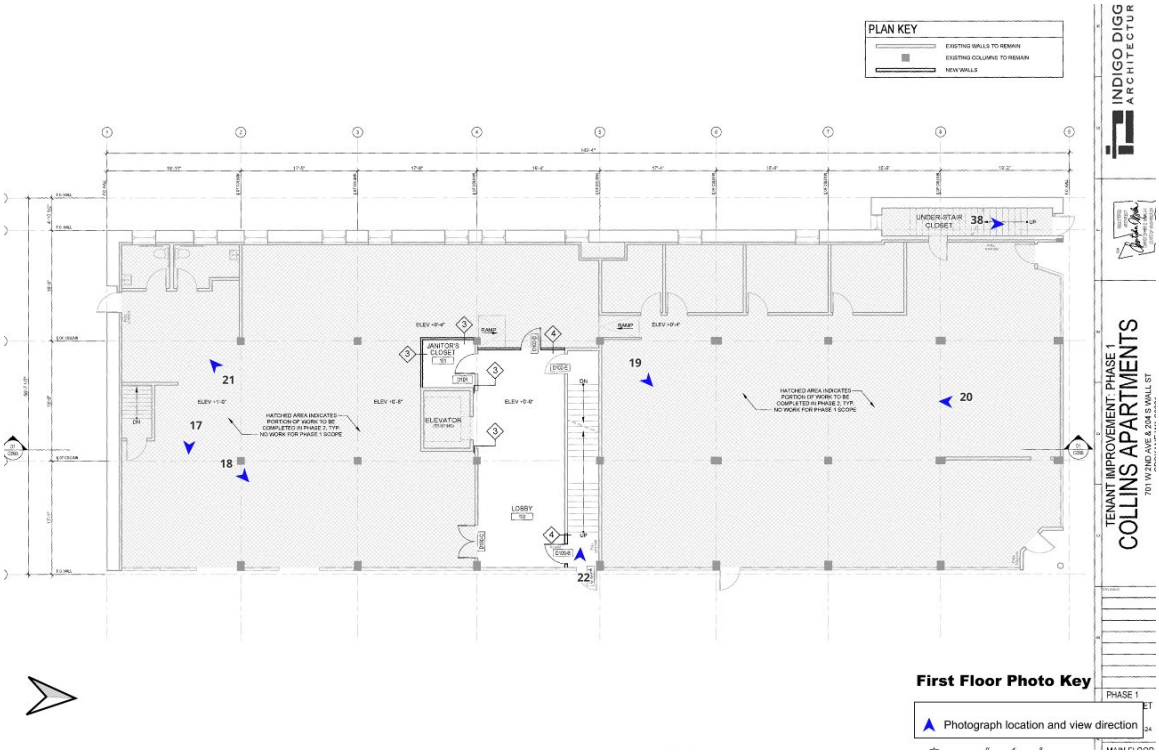
Name of Property: Hotel Collins
City or Vicinity: Spokane
County: Spokane **State:** WA
Photographer: Spencer Howard
Date Photographed: June 24, 2024

Photograph Keys:

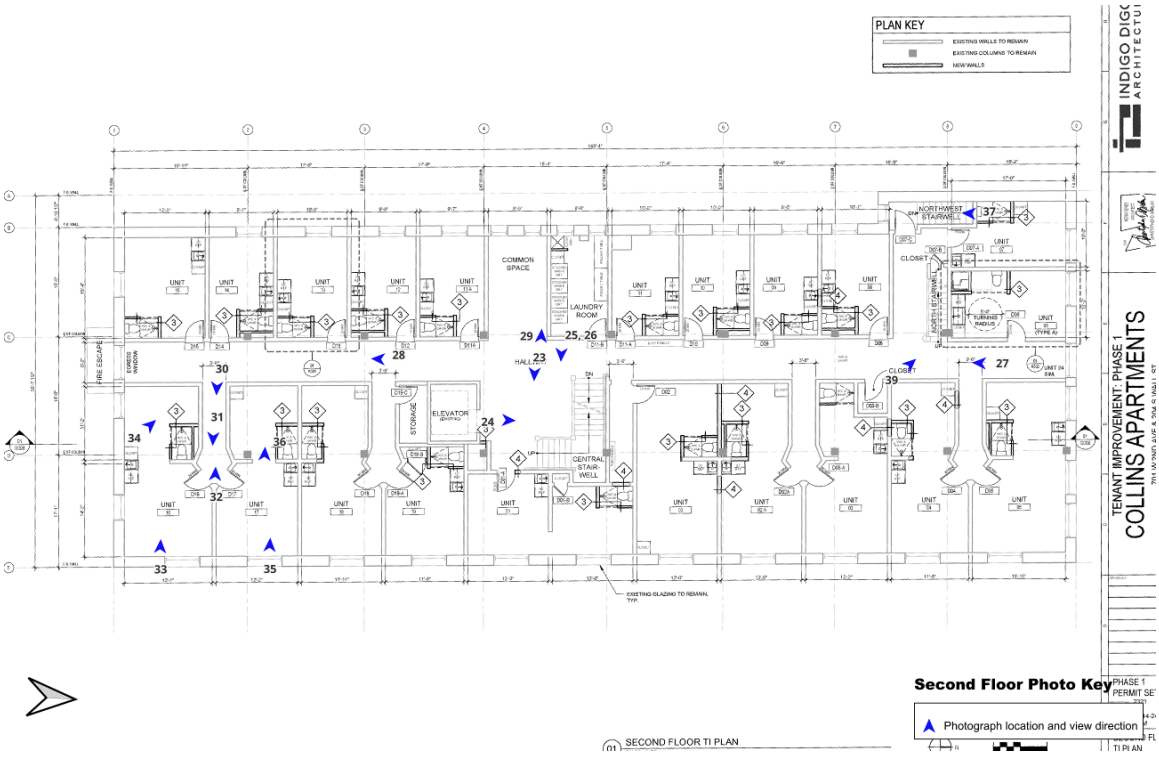
Site Photograph Key



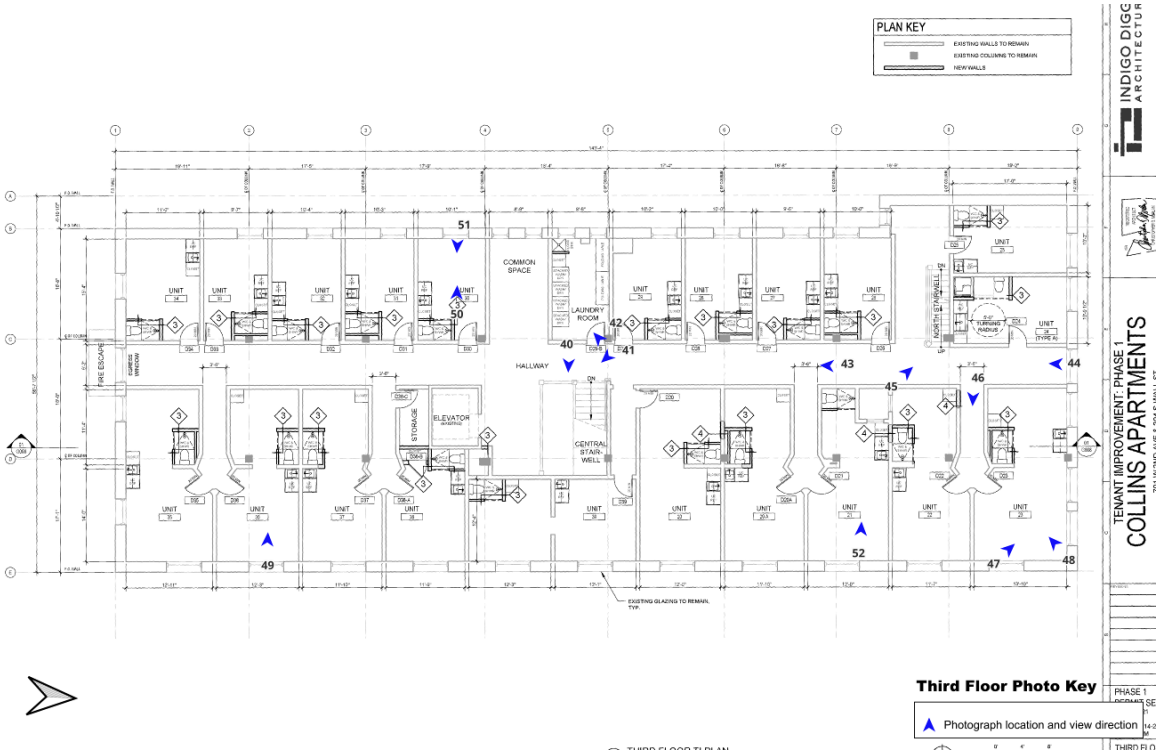
Basement Photograph Key



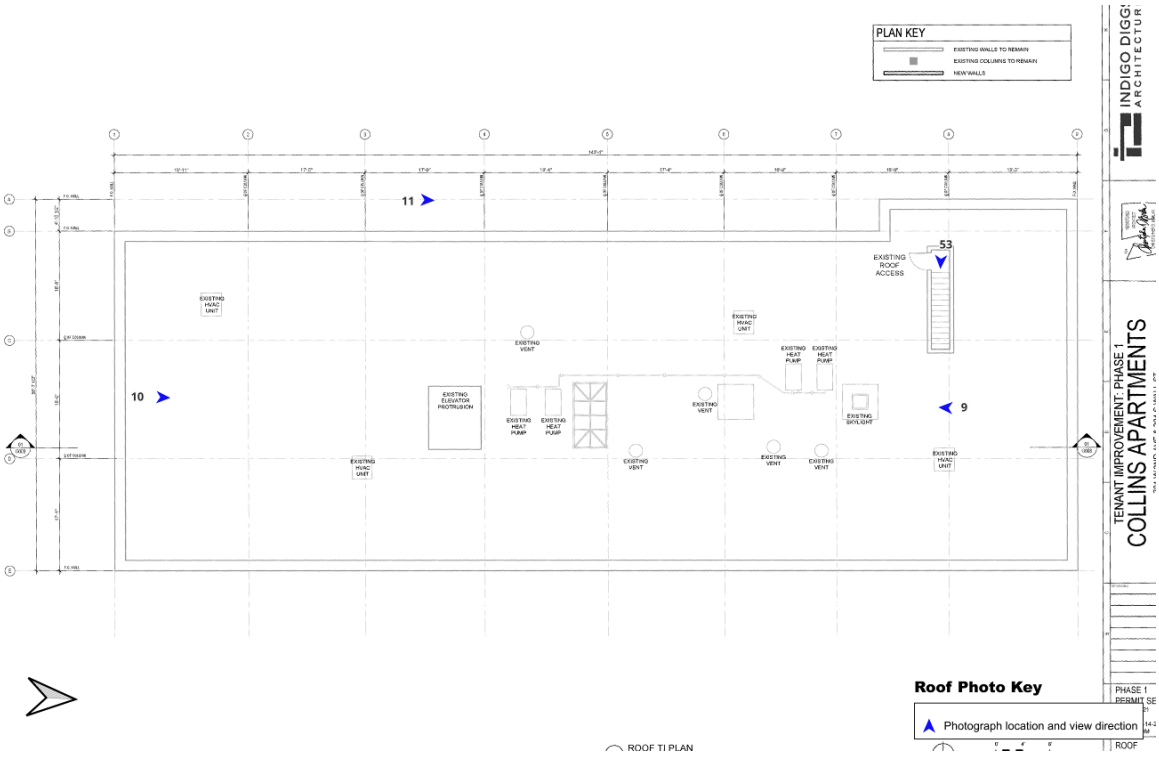
First Floor Photograph Key



Second Floor Photograph Key



Third Floor Photograph Key



Roof Photograph Key

Description of Photographs and number

Photo 0001. Exterior, front, north facade (West Second Avenue).

Photo 0002. Exterior, northeast corner, intersection of South Wall Street and West Second Avenue.

Photo 0003. Exterior, front east facade, South Wall Street.

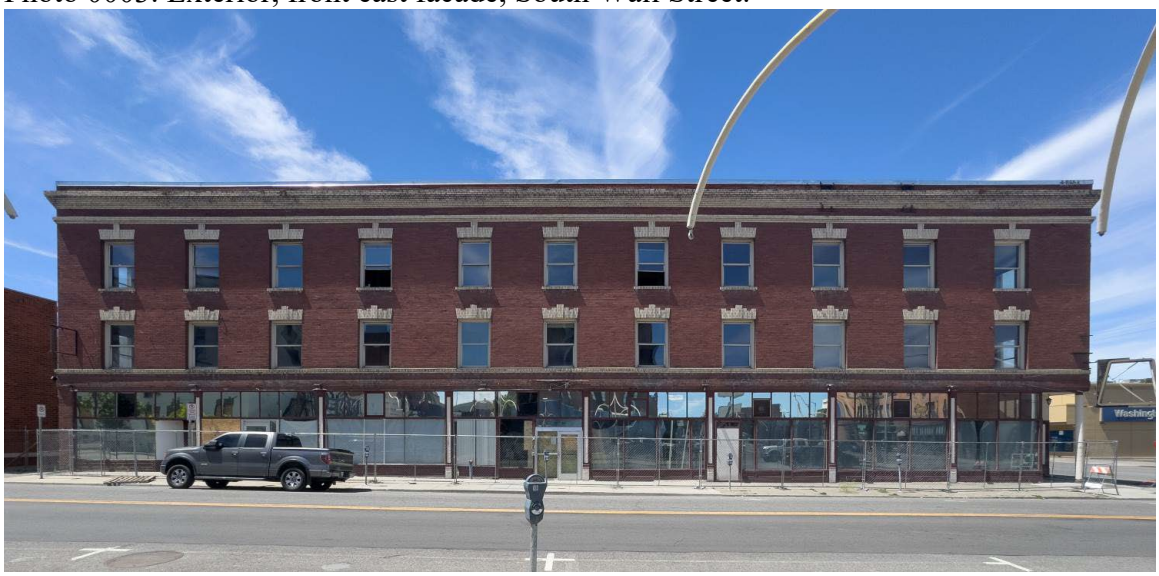


Photo 0004. Exterior, southeast corner.

Photo 0005. Exterior, west facade.

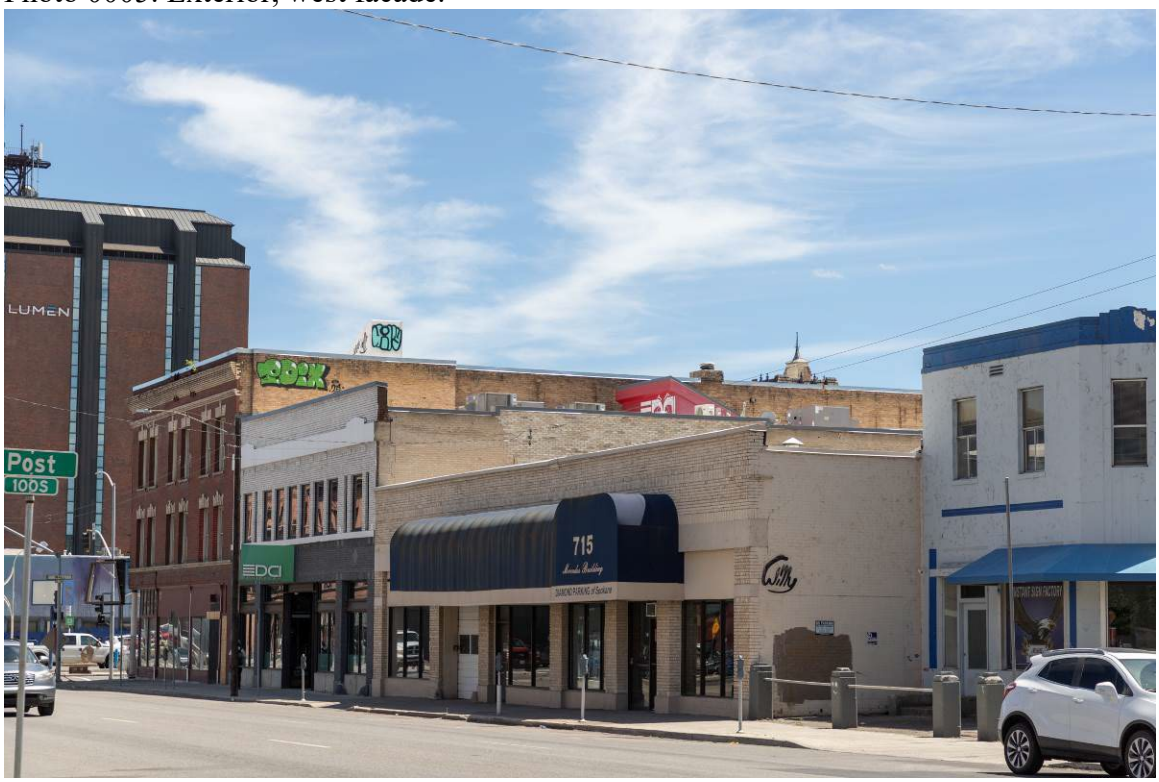


Photo 0006. Exterior, storefronts along South Wall Street, looking south.

Photo 0007. Exterior, east facade storefronts, looking south.

Photo 0008. Exterior, 212 South Wall Street entrance.

Photo 0009. Roof, looking south.

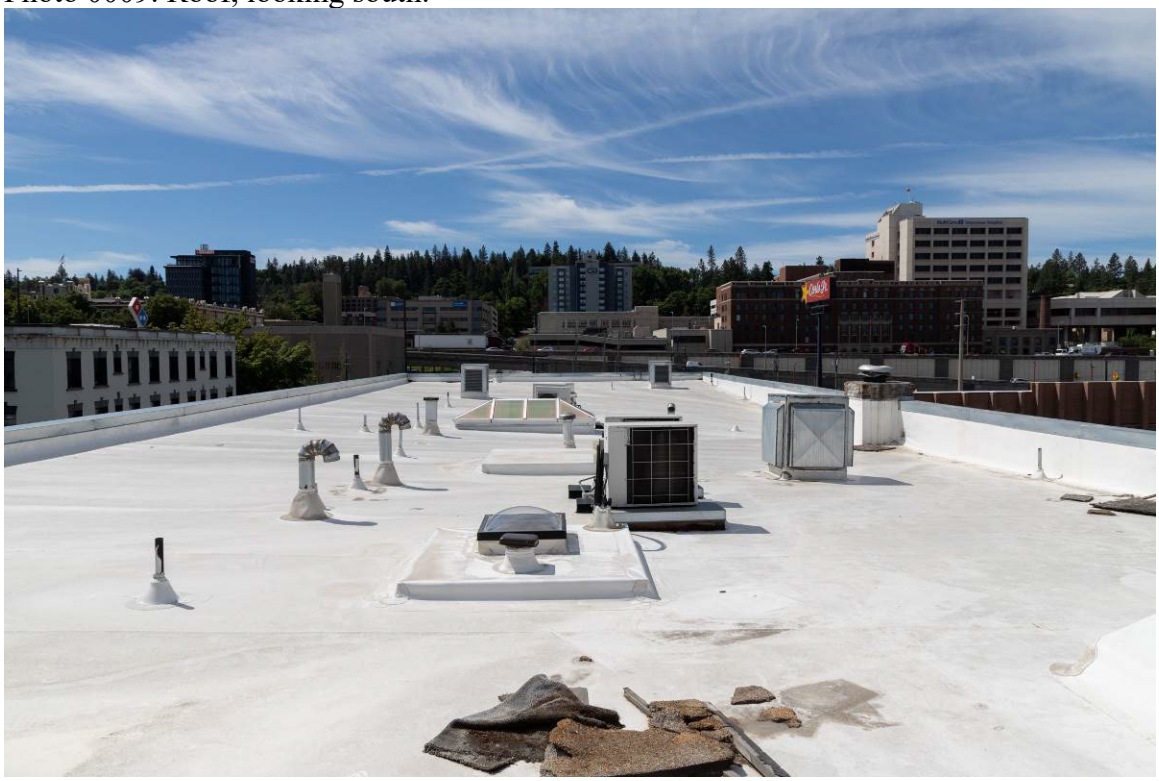


Photo 0010. Roof, looking north.

Photo 0011. Roof, light well, looking north.

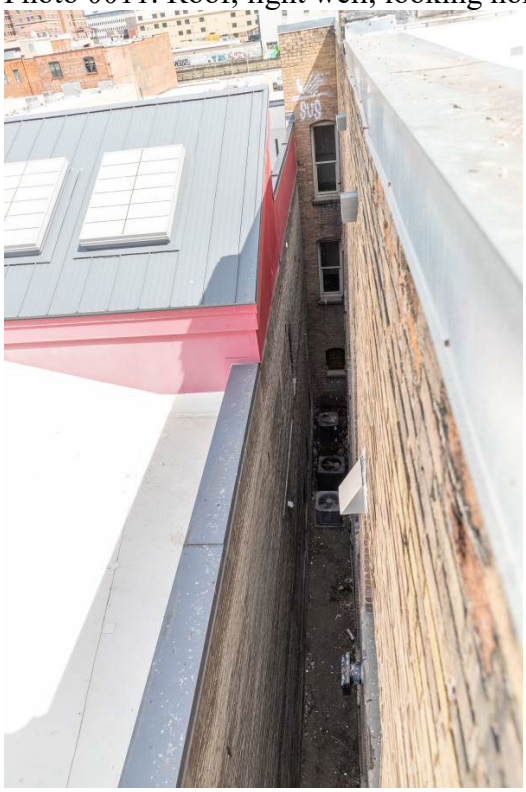


Photo 0012. Basement, electrical space, looking northeast, with the areaway space in the background, right of the electrical panels.

Photo 0013. Basement, looking west towards the boiler room doorway.

Photo 0014.Basement, below the 212 South Wall Street commercial space, looking east.

Photo 0015. Basement, looking north.

Photo 0016. Basement, looking south.

Photo 0017. First floor, looking east within the 212 South Wall Street space.

Photo 0018. First floor, looking east within the 210 South Wall Street space.

Photo 0019. First floor, looking north east towards the storefronts.

Photo 0020. First floor, looking south.

Photo 0021. First floor, looking southeast towards the alley entrance (left doorway) and the two bathrooms (right doorways).

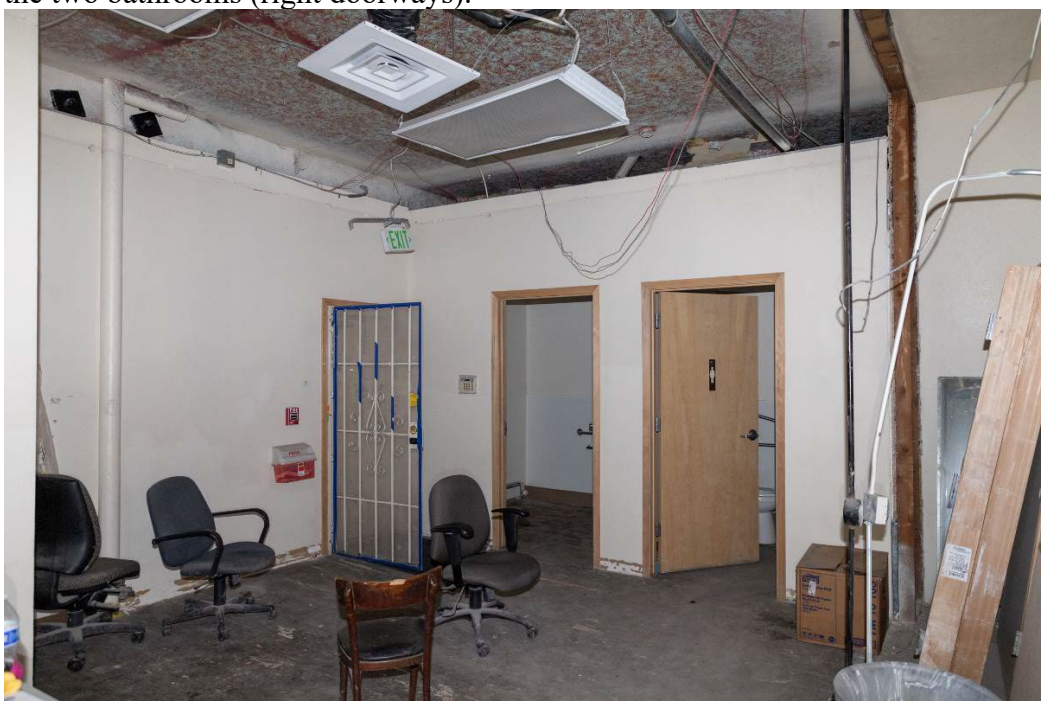


Photo 0022. First floor, central stairway, looking up from the 204 South Wall Street entrance.

Photo 0023. Second floor, central stairwell, looking east.

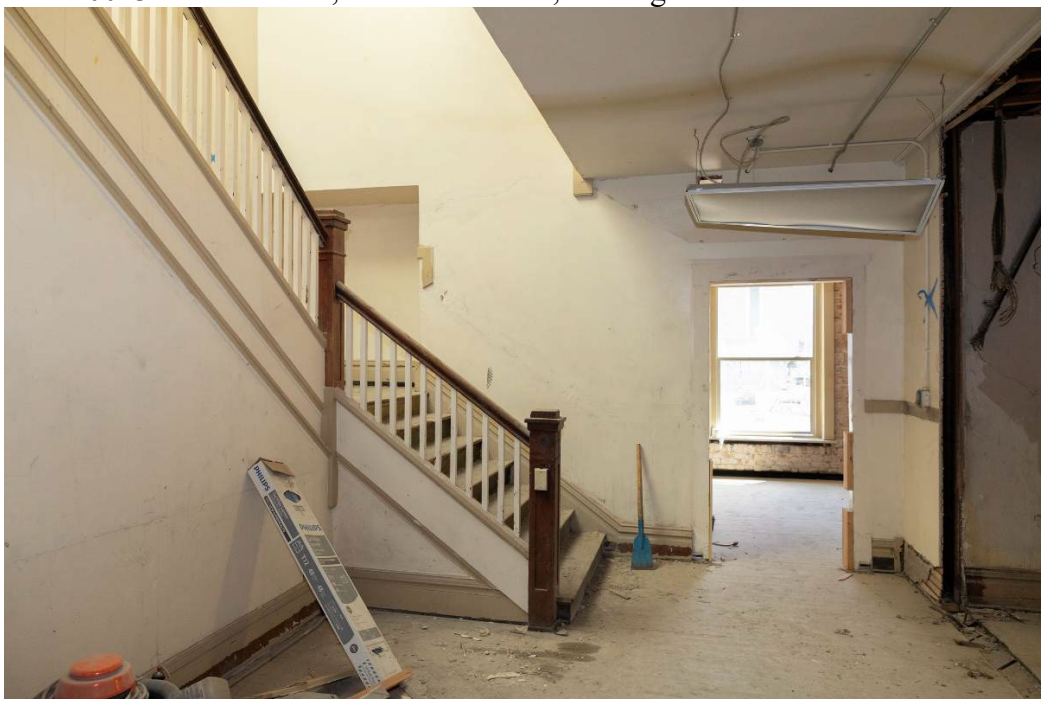


Photo 0024. Second floor, central stairwell, looking north.

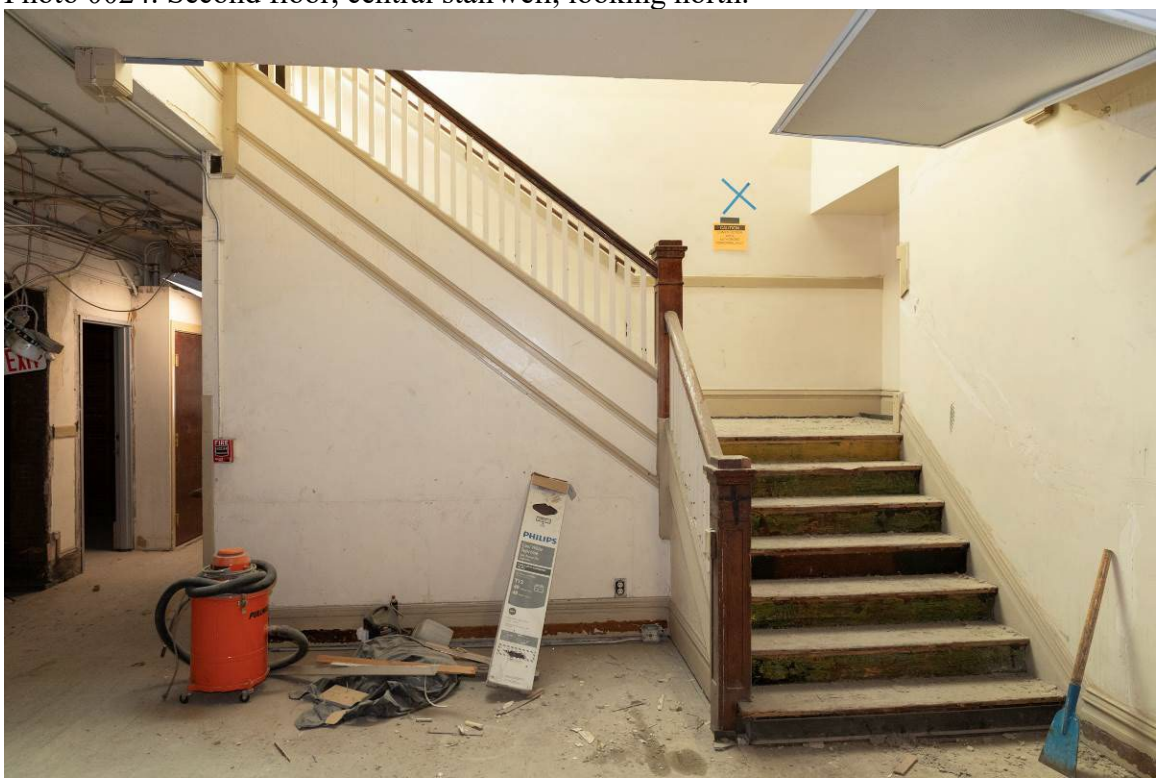


Photo 0025. Second floor, central stairwell, looking east.

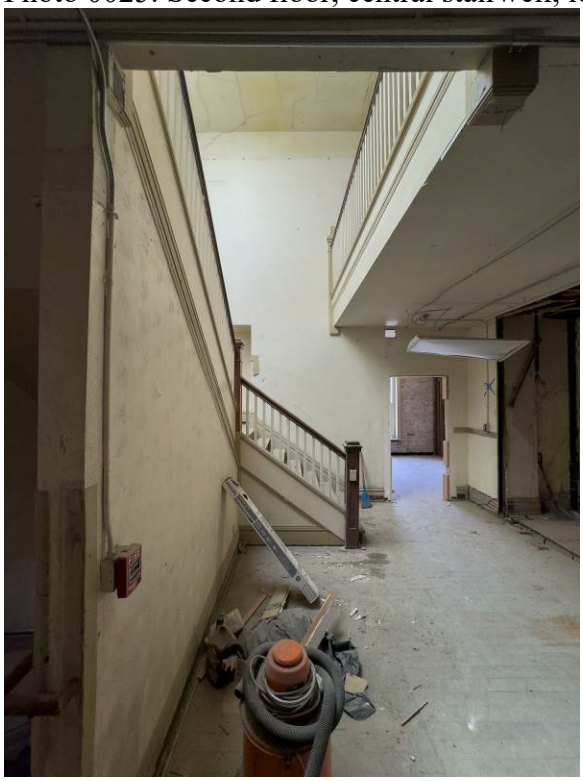


Photo 0026. Second floor, central stairwell, looking east and up.

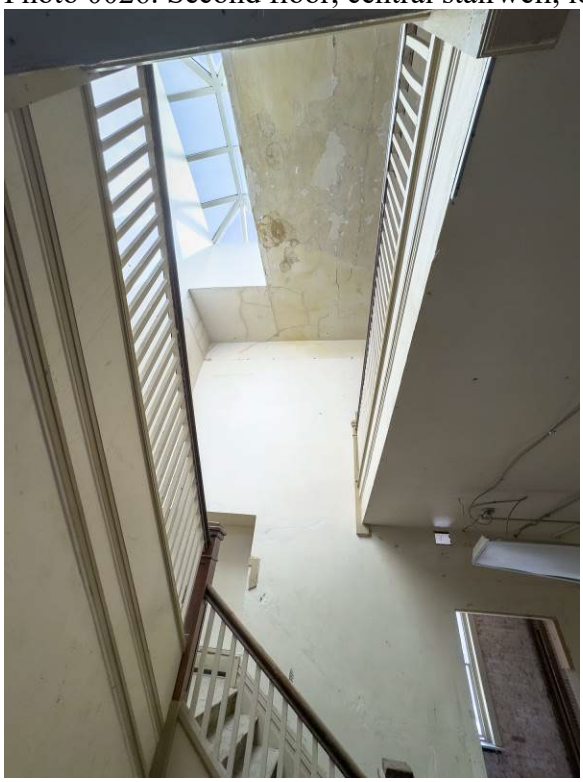


Photo 0027. Second floor, main hallway, looking south.

Photo 0028. Second floor, main hallway, looking south.

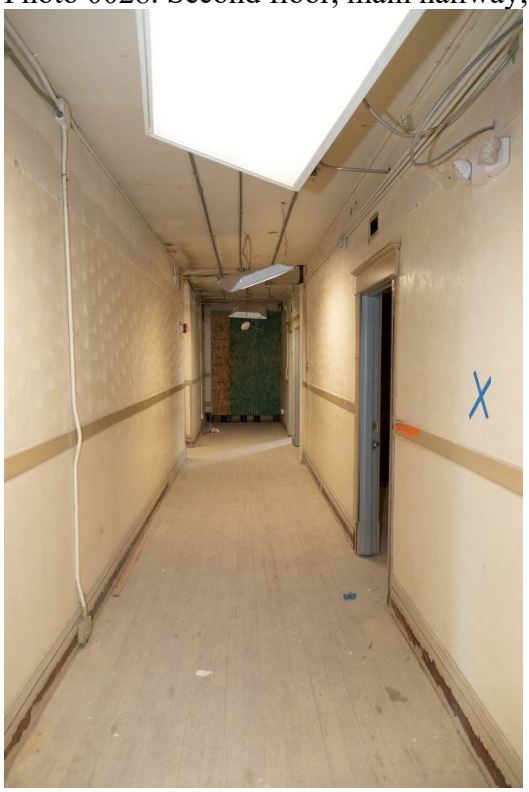


Photo 0029. Second floor, looking west within the former shared restroom and laundry space.

Photo 0030. Second floor, typical branch hallway extending east of the main hallway.

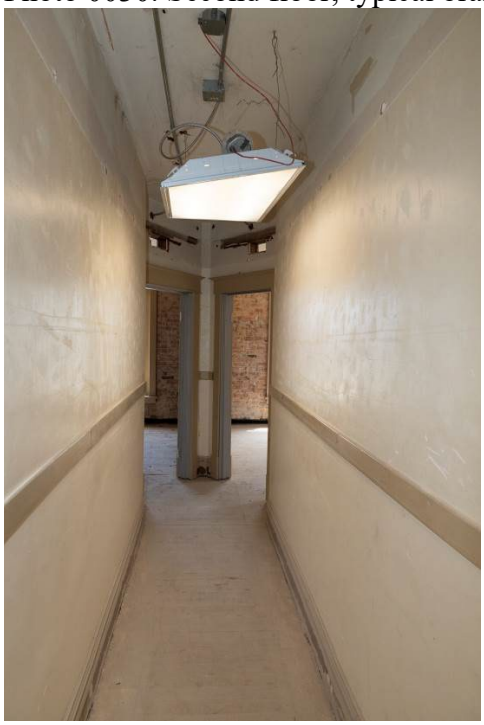


Photo 0031. Second floor, typical branch hallway showing the angled vestibule at the unit doorways, looking east.

Photo 0032. Second floor, typical branch hallway, looking west towards the main hallway.

Photo 0033. Second floor, southeast corner unit, looking west.

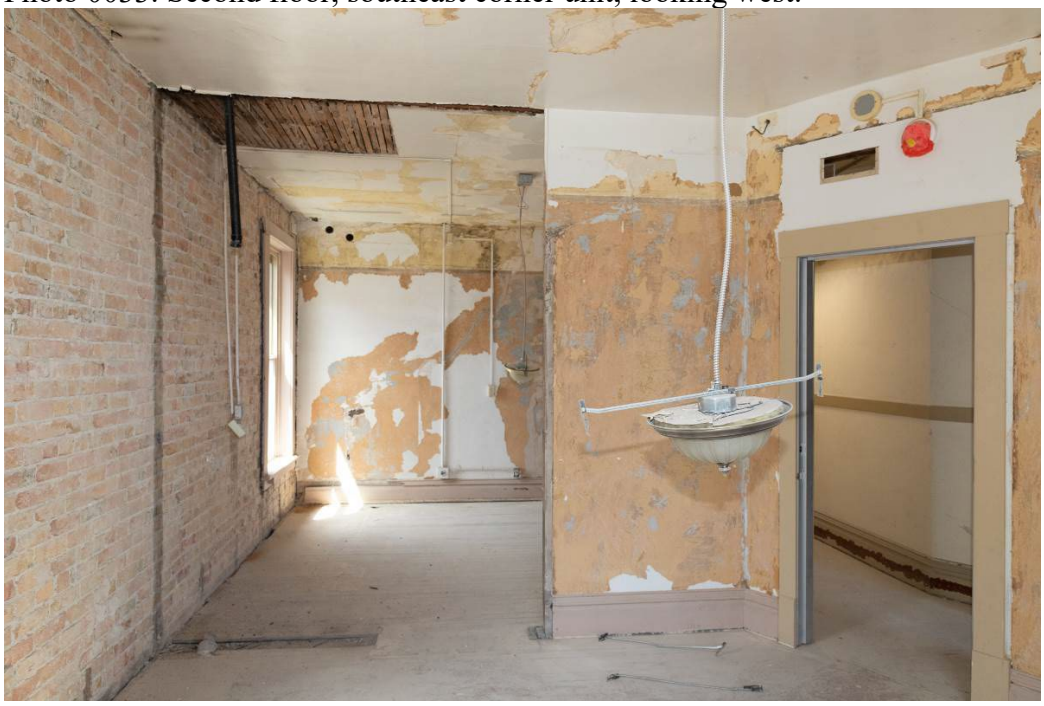


Photo 0034. Second floor, southeast corner unit, looking northwest.

Photo 0035. Second floor, east side unit, looking west.

Photo 0036. Second floor, east side unit, looking west.

Photo 0037. Second floor, northwest stairwell, looking up from the intermediate landing.

Photo 0038. Second floor, northwest stairwell, down up from the intermediate landing at the 705-1/2 West Second Avenue entrance.

Photo 0039. Second floor, northwest stairway, looking northwest.

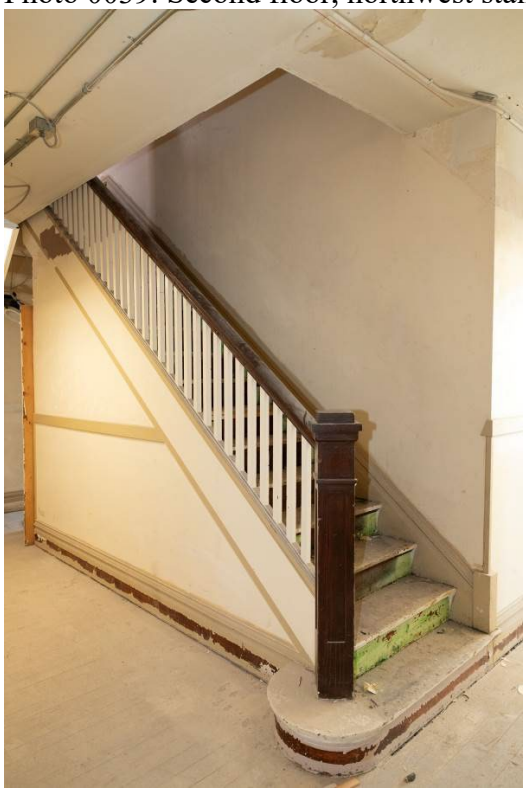


Photo 0040. Third floor, central stairwell, looking east and down.

Photo 0041. Third floor, central stairwell, looking southeast.

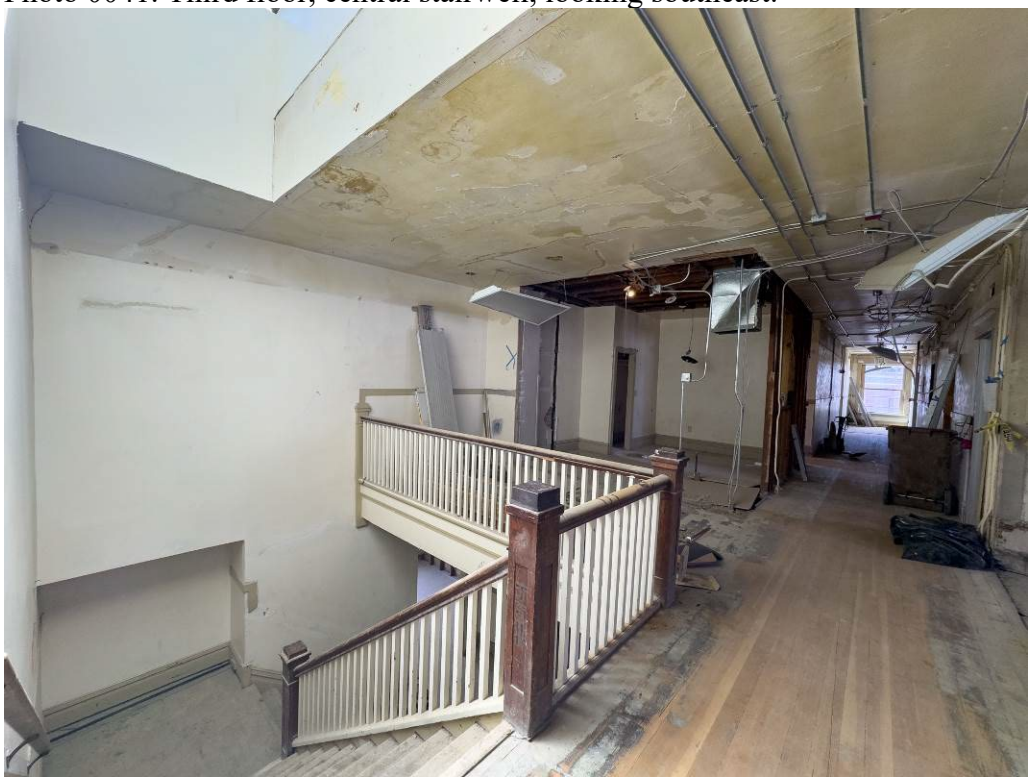


Photo 0042. Third floor, looking southwest through the former shared bathroom space.

Photo 0043. Third floor, main hallway, looking south.

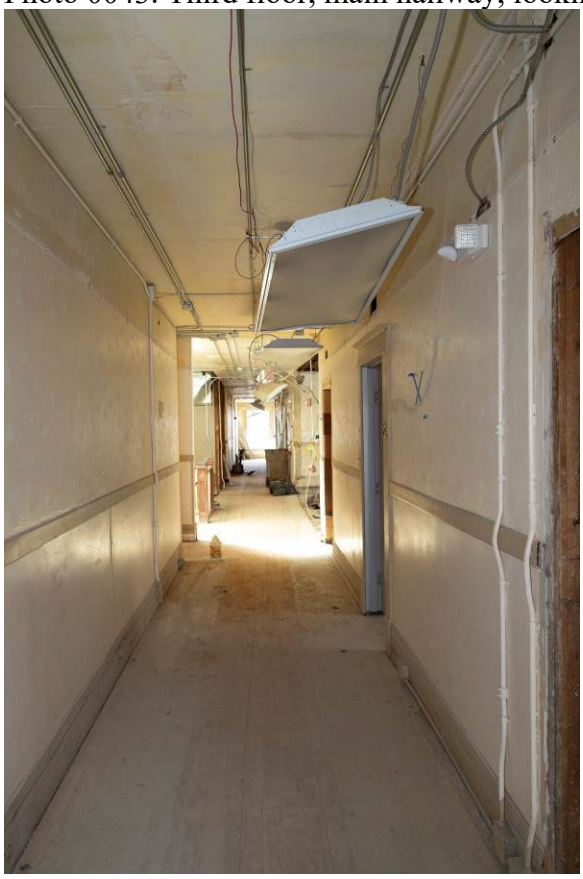


Photo 0044. Third floor, main hallway, looking south.

Photo 0045. Third floor, northwest stairway, looking northwest.

Photo 0046. Third floor, east branch hallway, looking east.

Photo 0047. Third floor, northeast corner unit, looking northwest.

Photo 0048. Third floor, northeast corner unit, looking southwest.

Photo 0049. Third floor, east unit, looking west.

Photo 0050. Third floor, west unit, looking west.

Photo 0051. Third floor, west unit, looking east.

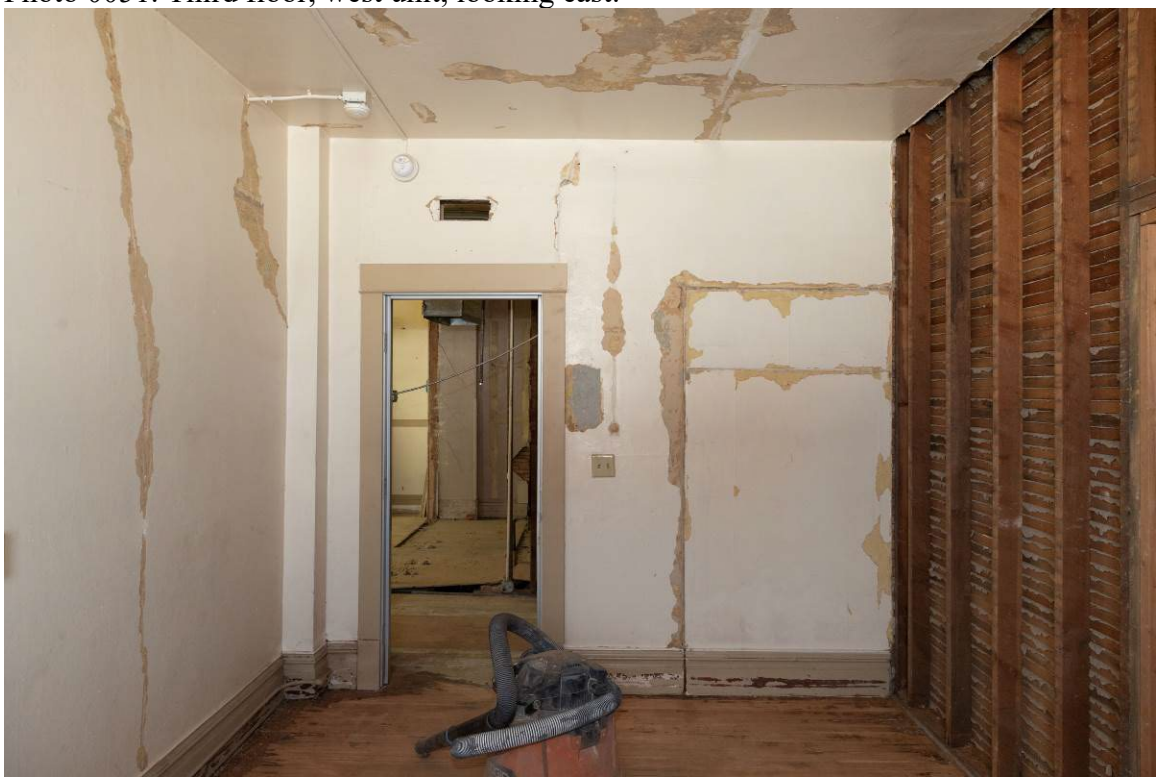


Photo 0052. Third floor east unit, looking west.

Photo 0053. Roof, stairway down to the third floor.

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/09/2024

Committee Agenda type: Discussion

Council Meeting Date: 09/30/2024

Date Rec'd	8/27/2024
Clerk's File #	OPR 2024-0826
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HISTORIC PRESERVATION
Contact Name/Phone	MEGAN 6543
Contact E-Mail	MDUVALL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	JBINGLE ZZAPPONE KKLITZKE
Agenda Item Name	0470 – COOKE HOUSE & GARAGE NOMINATION TO THE REGISTER OF

Agenda Wording

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Cooke House & Garage at 521 W 27th Avenue was constructed in 1937

Summary (Background)

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Irwin and Olive Cooke House & Garage at 521 W 27th Avenue were constructed in 1937 and have been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Narrative

Amount		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	DUVALL, MEGAN		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ORLOB, KIMBERLY		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	Lcamporeale@spokanecity.org
mduvall@spokanecity.org	akiehn@spokanecity.org

Committee Agenda Sheet
Urban Experience Committee

Committee Date	9/9/2024
Submitting Department	Historic Preservation
Contact Name	Megan Duvall
Contact Email & Phone	mduvall@spokanecity.org
Council Sponsor(s)	CM Zappone; CM Klitzke; CM Bingle
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5 min
Agenda Item Name	0470 – IRWIN AND OLIVE COOKE HOUSE & GARAGE NOMINATION TO THE REGISTER OF HISTORIC PLACES
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Irwin and Olive Cooke House & Garage at 521 W 27th Avenue were constructed in 1937 and have been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

Fiscal Impact

Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Total Cost: 0

Current year cost:

Subsequent year(s) cost:

Narrative: Property listing on the Spokane Register of Historic Places does not have a direct impact on City revenues or expenses.

Funding Source ☐ One-time ☐ Recurring ☒ N/A

Specify funding source: Select Funding Source*

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

Expense Occurrence ☐ One-time ☐ Recurring ☒ N/A

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

Properties listed on the Spokane Register are subject to design review in the future which does generate revenue through small fees. Tax incentives are available to listed properties and also can generate future revenue.

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

What impacts would the proposal have on historically excluded communities?

This contract would have no meaningful impact 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?

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

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?
The Historic Preservation Office's primary responsibility is to protect historic properties and neighborhoods in Spokane. The more properties that are listed on the Spokane Register, the more ability we have to offer incentives that help keep those properties viable and in use. As we list additional properties, we increase our ability to protect Spokane's historic resources.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
SMC 04.35.010 Spokane Historic Landmarks Commission Findings and Purpose:
The City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity.

Comprehensive Plan Goals
DP 1.1: Landmark Structures, Buildings, and Sites
Recognize and preserve unique or outstanding landmark structures, buildings, and sites.
DP 3.3: Identification and Protection of Resources
Identify historic resources to guide decision making in planning.
DP 3.11: Rehabilitation of Historic Properties
Assist and cooperate with owners of historic properties to identify, recognize, and plan for the use of their property to ensure compatibility with preservation objectives.
N 2.4: Neighborhood Improvement
Encourage revitalization and improvement programs to conserve and upgrade existing properties and buildings.

Findings of Fact and Decision for Council Review to the Nomination to the Spokane Register of Historic Places

Irwin & Olive Cooke House & Garage – 521 W 27th Avenue

FINDINGS OF FACT

1. **SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**

- Originally built in 1937; the Irwin & Olive Cooke House and Garage meet the age criteria for listing on the Spokane Register of Historic Places.

2. **SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).**

- The Cooke House & Garage are significant under Category C, Architecture as a fine example of the popular brick-clad Tudor Revival Cottage style built throughout America during the 1920s and 1930s.
- The exterior of the one-and-one-half-story Cooke House features a prominent cottage-style feature at the home's north façade—a steeply pitched front-facing gable roof dominated by a sweeping curved arch, defined as a "cat-slide" roof. A second and equally prominent focal point of the home is the use of multi-color, rough-textured clinker brick that covers all four exterior elevations of the house.
- The interior of the house features original wood-paned and lead-paned windows, interior floors made of oak hardwood floor planks, rich honey-colored gumwood woodwork, and numerous built-ins.
- A single-story, two-car garage behind the house features a front-facing clipped gable roof, and is clad with painted clapboard siding.
- Irwin & Olive Cooke had the house constructed in 1937 and remained there until 1958. Cooke and his brother, Eli, founded "Cooke's Nut Shop" which had several locations in Spokane as well as a candy factory on Northwest Boulevard.
- The Cooke House & Garage are further significant as the work of Gus J. Bouten (1906-1984), a master builder and founder of the well-known Bouten Construction Company in Spokane. From the late 1920s through the middle 1940s, builder Gus J. Bouten, constructed more than 40 homes throughout Spokane. More than half of the homes he built were erected on Spokane's South Hill in the Rockwood, Manito Park, and Cannon Hill Park neighborhoods. A few other houses were erected on Spokane's north side in a variety of locations. During the 79 years from 1945 to 2024, a wide expanse of commercial construction jobs were completed by the Bouten Construction Company. The company is one of the area's largest, most well-known, and most experienced commercial construction companies headquartered in Spokane. The company's commercial construction contracts have been and continue to be with numerous hospitals, medical care centers and facilities as well as bank and business towers, convention centers, universities, and other large commercial construction contracts

3. **SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association."** *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance…it is not necessary for a property to retain all its historic physical features…the property must retain, however, the essential physical features that enable it to convey its historic identity."*

- The Irwin & Olive Cooke House and Garage retains excellent integrity of location, design, materials, and workmanship to convey its historic character from the period of significance. The property is an excellent example of the Tudor Revival Cottage style that was popular throughout America from 1890 to the early 1940s. In addition, the Cooke House is architecturally significant as a product of Gus J. Bouten, a highly successful professional building contractor.

4. **Once listed, this property will be eligible to apply for incentives, including:**
   Special Valuation (property tax abatement), Façade Improvement Grants, Spokane Register historic property

plaque, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission found the **Irwin & Olive Cooke House and Garage** eligible for listing on the Spokane Register under **Category C – Architecture as an excellent example of the Tudor Revival Cottage as well as a product of Gus Bouten, building contractor** at a public hearing on 8/21/2024.

After Recording Return to:
City of Spokane Clerk
808 W Spokane Falls Blvd
Spokane, WA 99201

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

CANNON HILL PK W10FT OF L15; ALL OF L16 B31

Parcel Number(s) **35304.2014**, *is governed by a Management Agreement between the City of Spokane and the Owner(s),* **Jolene Delbridge for the DELBRIDGE FAMILY REVOCABLE LIVING TRUST**, *of the subject property.*

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on September 23, 2024 *. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No.*_____.

I certify that the above is true and correct.

Spokane City Clerk	*Historic Preservation Officer*
_____	_____
Dated: _____	*Dated:* 8/21/24

City Clerk No. OPR 2024-0826

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **21** day of **August 2024**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Jolene C. Delbridge** (hereinafter "Owner"), the owner of the property located at **521 West 27th Avenue** commonly known as the **Irwin & Olive Cooke House & Garage** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission') is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

(A) demolition;

(B) relocation;

(C) change in use;

(D) any work that affects the exterior appearance of the historic landmark; or

(E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to the provisions as set forth in SMC 17D100.220.

This Agreement is entered into the year and date first above written.

_____	_____
Owner	Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER	**CITY OF SPOKANE**
_____	_____
Megan M.K. Duvall	City Administrator

ATTEST:

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____,to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____(he/she/they) signed the same as _____ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2024.

_____

Notary Public in and for the State
of _____, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, CITY ADMINISTRATOR and TERRI L. PFISTER, to me known to be the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2024.

_____

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires_____

Attachment A

The Cooke Garage is an included historic resource in this nomination and is subject to all tenants of this agreement.

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Spokane Register of Historic Places Nomination

Spokane City/County Historic Preservation Office, City Hall, 3rd Floor
808 W. Spokane Falls Boulevard, Spokane, WA 99201

1. HISTORIC NAME

Historic Name	**IRWIN & OLIVE COOKE HOUSE & GARAGE**
Common Name	

2. LOCATION

Street & Number	521 W. 27th Avenue
City, State, Zip Code	Spokane, WA 99203
Parcel Number	35304.2014

3. CLASSIFICATION

Category	**Ownership**	**Status**	**Present Use**	
X_building	__public	X occupied	__agricultural	__museum
__site	X_private	__work in progress	__commercial	__park
__structure	__both		__educational	__religious
__object	**Public Acquisition**	**Accessible**	__entertainment	X_residential
	__in process	X_yes, restricted	__government	__scientific
	__being considered	__yes, unrestricted	__industrial	__transportation
		__no	__military	__other

4. OWNER OF PROPERTY

Name	Jolene C. Delbridge
Street & Number	521 W. 27th Avenue
City, State, Zip Code	Spokane, WA 99203
Telephone Number/E-mail	509-714-4747, iamjolene@comcast.net

5. LOCATION OF LEGAL DESCRIPTION

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number	1116 West Broadway
City, State, Zip Code	Spokane, WA 99201
County	Spokane

6. REPRESENTATION OF EXISTING SURVEYS

Title	City of Spokane Historic Landmarks Survey
Date	Federal____ State____ County____ Local
Location of Survey Records	Spokane Historic Preservation Office

7. DESCRIPTION

(continuation sheets attached)

Architectural Classification	**Condition**	**Check One**
	X_excellent	__unaltered
	___good	X_altered
	___fair	
	__deteriorated	**Check One**
	__ruins	X_original site
	__unexposed	___moved & date

8. SPOKANE REGISTER CATEGORIES & STATEMENT OF SIGNIFICANCE

(continuation sheets attached)

Applicable Spokane Register of Historic Places Categories: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:

__A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.

__B Property is associated with the lives of persons significant in our past.

X C Property embodies the distinctive characteristics of a type, period, or method or construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

__D Property has yielded, or is likely to yield, information important in prehistory history.

9. MAJOR BIBLIOGRAPHICAL REFERENCES

Bibliography is found on one or more continuation sheets.

10. DIGITAL PHOTOS, MAPS, SITE PLANS, ARTICLES, ETC.

Items are found on one or more continuation sheets.

11. GEOGRAPHICAL DATA

Acreage of Property	Less than one acre.
Verbal Boundary Description	Cannon Hill Park Addition, West 10 feet of Lot 15 and all of Lot 16, Block 31.
Verbal Boundary Justification	Nominated property includes entire parcel and urban legal description.

12. FORM PREPARED BY

Name and Title	Linda Yeomans, Consultant
Organization	Historic Preservation Planning & Design
Street, City, State, Zip Code	501 West 27th Avenue, Spokane, WA 99203
Telephone Number	509-456-3828
Email Address	lindayeomans@comcast.net
Date Final Nomination Heard	August 21, 2024

13. SIGNATURE(S) OF OWNER(S)

_____

_____

_____

14. FOR OFFICIAL USE ONLY

Date nomination application filed: _____

Date of Landmarks Commission Hearing: _____

Landmarks Commission decision: _____

Date of City Council/Board of County Commissioners' hearing: _____

City Council/Board of County Commissioners' decision: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.

_____

Megan Duvall **Date**
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor—City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Attest: Approved as to form:

_____ _____
City Clerk Assistant City Attorney

The north façade of the Irwin & Olive Cooke House & Garage in 2023

SECTION 7: DESCRIPTION OF PROPERTY

Summary Statement

The Irwin & Olive Cooke House & Garage are significant in the area of architecture and the year they were built in 1937. The home is a fine example of the popular brick-clad Tudor Revival Cottage style built throughout America during the 1920s and 1930s. The one-and-one-half-story Cooke House features a prominent cottage-style feature at the home's north façade—a steeply pitched front-facing gable roof dominated by a sweeping curved arch, defined as a "cat-slide" roof. A second and equally prominent focal point of the home is the use of multi-color, rough-textured clinker brick that covers all four exterior elevations of the house. The Cooke House features original wood-paned and lead-paned windows, interior floors made of oak hardwood floor planks, rich honey-colored gumwood woodwork, and numerous built-ins. A single-story, two-car garage behind the house features a front-facing gambrel roof, and is clad with painted clapboard siding. Well-preserved in excellent condition, the property possesses all five aspects of historic integrity in original location, design, workmanship, materials, and association. The Cooke House & Garage are eligible for listing on the Spokane Register of Historic Places.

CURRENT APPEARANCE

Site

The Cooke House & Garage are located in the Cannon Hill Park Addition on all of Lot 16 and the west 10 feet of Lot 15, Block 31. Sited west of South Bernard Street (a well-traveled arterial), the home faces north along West 27th Avenue, a paved city street in a residential neighborhood. The home is built on a slight grade that descends north to the front of the lot. The lot is 60 feet wide from east to west, and 127.5 feet deep from north to south. The south rear border of the lot abuts a narrow public graveled alley. Manicured grounds with lawn, evergreen and deciduous trees, shrubs and flowers surround and frame the house. The garage is located in the rear southeast corner of the lot, and is accessed by a paved driveway that follows south to the rear of the backyard from 27th Avenue along the east border of the property. A paved concrete public sidewalk is located in front of the house, and is parallel to the street at 27th Avenue. A smaller private concrete walkway curves from the home's north facade down to the public sidewalk. The Cooke House & Garage are located in the southwest quadrant of Spokane's "South Hill" area in a coveted historic residential neighborhood built from the early 1900s to 1950 between Cannon Hill Park and Comstock Park. The neighborhood is characterized by a kaleidoscope of large and modest single-family historic homes.

Cooke House Exterior

Facing north, the one-and-one-half-story Cooke House is sited in the center of Lot 16, Block 31 in the Cannon Hill Park Addition. The house follows an irregular footprint, measuring 38 feet wide from east to west, 23 feet deep from north to south along the home's west elevation, and 36 feet deep along the home's east elevation. A steeply pitched side-gabled roof clad with composition shingles covers the house. Two lower cross-gables project outward from the home's north face. A modest bargeboard outlines the roof's shallow eaves. The house is illuminated by original multi-paned windows. The foundation of the home features exposed poured concrete and original wood-sash basement windows.

The north façade of the house is prominent with a steeply pitched north-facing roof slope with two lower, front-facing cross-gables. Projecting from the northeast end of the roof's north face, the taller cross-gable features a sweeping focal-point cat-slide roof that extends west 15 feet across the home's facade. The cat-slide roof covers and protects a small inset front entrance that measures 5-feet-wide by 3-feet-deep. The gable peak in the cat-slide roof is clad with painted-wood clapboard, while the lower of the two cross-gables and the remaining walls of the home's north façade are completely clad with clinker brick. A concrete porch deck is located along the home's front entrance at the north facade. A black wrought-iron railing protects the porch and part of a concrete walkway in front of the house. An original fixed, wood-sash picture window with multiple leaded-glass panes is located east of the front entry porch while a matching picture window is located on the home's north facade west of the front entry porch. A second-floor gable-front dormer with a pair of original double-hung multi-paned wood-sash windows is located on the roof slope above the west fixed-pane picture window.

Looking south at the northeast façade corner of the Cooke House

The *east face* of the house abuts the property's concrete driveway. At the east elevation, the gable-end roof is steeply pitched and highlighted with shallow bargeboard. The roof flares slightly outward at the rear southeast corner. The northeast corner of the roof intersects with the two aforementioned lower cross-gables at the north façade. A beveled three-sided bay at the first floor projects two feet outward from the center of the east face, and measures 6-feet-wide. The bay holds three original double-hung multi-paned wood-sash windows. A pair of double-hung, multi-paned, wood-sash windows are located at the second floor in the center of the gable peak above the first-floor center bay. A large stationary multi-pane, leaded-glass picture window is located at the first floor below the second-floor dormer.

The *west face* of the house reveals a steeply pitched side-gabled roof, clinker brick veneer cladding, an exposed concrete foundation, and a tall tapered center chimney that rises through the gable peak of the house. Two multi-paned fixed windows flank the chimney at the first floor.[1] Two narrower multi-paned double-hung windows flank the chimney at the second floor.

The *south, rear face* of the house is accentuated by a wide shed dormer in the center of the roof's south-facing slope. The dormer is covered with wood clapboard, and features three original multi-paned double-hung windows. A single multi-paned double-hung window is located at the west end of the south face, and a pair of multi-paned, double-

[1] Fixed windows do not open.

hung windows is located in the center of the south face. An exterior door opens from the far west end of the south face, and is embellished with a multi-paned window in the upper half of the door. At ground level, a concrete stairway is located next west of the door, and descends to an exterior door that opens to a full basement beneath the house.

Cooke House Interior

The interior floor space of the Cooke House is recorded by the Spokane County Tax Assessor as having a total of 1,512 finished square feet on the combined first and second floors—the first floor has 1,062 square feet of finished space, and the second floor has 450 square feet of finished space. The basement is partially finished and holds 1,062 square feet.[2] Except for the ceramic-tiled kitchen and bathroom floors, all floor coverings on the first and second floors are made of oak hardwood planks laid when the house was built in 1937. Ceilings are 8 feet high. Except for painted woodwork on the first and second floors (kitchen, bathrooms, bedrooms), all interior woodwork, interior doors, and front door are made of solid honey-colored tropical gumwood on the first floor, and fir and mahogany on the second floor.

The home's rear south façade in 2024

[2] Spokane County Tax Assessor Records. Spokane County Courthouse, Spokane, WA.

The front door of the Cooke House is located in the center of the north façade, and opens into a small reception hall that measures 10-feet-wide and 8-feet-deep. The front door is made of gumwood and features an arched window with multiple leaded-glass lights in the upper third of the door. Incised vertical lines in the wood face of the door simulate a board-and-batten design. An original 1937 black wrought-iron door knocker is located just below the window on the door's exterior surface, and an original 1937 black wrought-iron door knob/handle opens the door. The floor of the reception hall is made of oak hardwood planks. The trim around the floor and door is gumwood. A turned staircase is located on the south wall of the reception hall. Two steps rise to a landing, turn east, and continue to rise with more steps to the second floor. Part of the staircase is open from the first-floor reception hall up to the second floor, and is protected by a black wrought iron railing and balustrade. An original light fixture hangs from the first-floor ceiling in the reception hall.

The reception hall leads west through an arched opening to a large living room located in the west half of the first floor. The living room measures 14-feet-wide by 21-feet-deep, and extends the entire length of the home's west wall from north to south. The living room has a hardwood floor made of golden oak that matches the floor in the reception hall. The trim around the floor is made of gumwood. A coved ceiling surrounds the living room. A large leaded-glass picture window lights the living room from the north wall. The room's focal point is a large fireplace in the center of the west wall. The fireplace measures nearly 4-feet-wide and holds a firebox with a gas fireplace insert manufactured in 1997. A fireplace screen with a Tudor arch design protects the fireplace insert. The fireplace surround extends upward to the ceiling, and is covered with rough-textured plaster and brick. It narrows inward at mantel-height, and tapers to the ceiling. The hearth is made of 3-inch-square molded ceramic tiles with a matte finish. Matching matte tiles surround the firebox, and exhibit a myriad of designs, including circles, crosses, and intertwined vines.[3] Two matching tall-and-narrow multi-paned 1/1 double-hung gumwood-sash windows flank the center fireplace.

From the living room's southeast corner, the room leads east through a wide-arched opening into a dining room that measures 14-feet-wide and 11-feet-deep along the rear south wall of the house. A large pair of double-hung, multi-paned gumwood windows are located in the center of the dining room's south wall. Located on the room's east wall is a built-in china cupboard made of gumwood. An interior gumwood door opens east from the dining room into an interior hallway and small breakfast room. The breakfast room features painted woodwork, a ceramic tile floor, and a beveled bay with multi-paned wood windows on the east wall. The south wall of the breakfast room opens to a long galley-style kitchen in the southeast corner of the house. The kitchen measures 11-feet in length along the east wall, and is 8-feet-wide. The floor is covered with a continuation of the ceramic tile in the breakfast room. Built-in casework is located along the kitchen's east wall, appliances are located along the west wall, and a small pantry closet is located by the back door at the south wall.

[3] All of the fireplace and hearth matte ceramic tiles appear to be handmade.

Looking west in the Cooke House through the reception hall into the living room

Looking northwest at the fireplace and living room in the Cooke House

Looking north from the living room to the front door in the Cooke House

The interior service hallway by the breakfast room leads north to a bedroom and west to the front reception hall. The bedroom is located in the northeast corner of the first floor of the house. It measures 10-feet-wide along the north wall, and 13-feet-deep along the east wall. A multi-paned, leaded-glass picture window made of gumwood at the bedroom north wall looks out onto the front yard from the home's north façade.

The second floor features a long east/west-running hallway between a bedroom along the east wall, and a larger master bedroom along the west wall. A bathroom with a ceramic tiled floor and original bathtub/toilet is located between the bedrooms. A built-in hallway linen closet is sited next west of the bathroom. The master bedroom is located in the west half of the second floor, and measures 14-feet-wide along the north wall, and 19-feet-deep along the west wall. Two narrow multi-paned wood windows are located on the west wall of the bedroom (at the exterior of the house, the windows flank the sides of a tapered clinker brick chimney that rises past the gable peak in the west gable-end roof).

A guest bedroom is located at the east end of the hallway. The bedroom measures 19-feet-deep from north to south, and 9-feet-wide. All of the woodwork on the second floor is painted white. Except for the bathroom, the second floor features a continuation of oak hardwood floors, multi-paned wood-sash windows, an 8-foot-high ceiling, built-in storage drawers under the ceiling's eaves, and large closets.

The Cooke House has a full basement made of concrete with concrete exterior walls. An enclosed stairway at the first floor leads from the service hallway down to the basement. The west half of the basement is finished as a family room with interior sheet-rock walls and ceiling, wall-to-wall carpet, three small original wood-sash basement windows, and an 8-foot-high ceiling. The north wall of the room is designed as a media center with built-in casework that spans the entire wall from floor to ceiling. A red brick fireplace with black grout is located on the center of the west wall between two basement windows, and features a stained wood mantel, firebox (with a gas fireplace insert), and a ceramic tile hearth. The east half of the basement is unfinished with laundry space, storage rooms, and a furnace/mechanical room. From the center of the home's south basement wall, an exterior door opens to the outside and leads up a concrete stairway to the backyard.

Garage

A one-story double-car garage in the southeast corner of the property backs south onto a graveled public alley. The garage has a north-facing gambrel gable roof and modest bargeboards with little overhang. It measures 18-feet-wide and 20-feet-deep, and is clad with painted wood clapboard siding. The garage floor features poured concrete, and the roof is covered with composition shingles that match the house. Two paneled wood overhead garage doors open from the garage's north façade.

A 1939 photograph of the Cooke House [4]

[4] Bouten Construction Company, Spokane, WA.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

A black-and-white photograph of the Cooke House taken in 1939 just after it was built shows the house looks much the same today. Well-preserved, a large majority of the interior and exterior of the Cooke House retains its original design and materials today in 2024.

Modifications to the house and garage include the following:

1989 Two original hinged wood carriage house doors on the north façade of the garage were replaced with two wood overhead garage doors. The kitchen was remodeled with upgraded casework, countertop, sink, built-in dishwasher, garbage disposal, and ceramic tile floor. The three-piece bathroom on the second floor was remodeled with a new ceramic tile floor and fixtures.

1995-96 Installed louvered shutters in the kitchen and second-floor, re-painted areas in the house.

1997 Gas lines and gas fireplace inserts were installed in the first floor living room and the basement recreation room. The home's electric system was upgraded. Gas lines, a gas dryer, and a gas stove were installed.

2001 The existing composition tile roof was replaced with a new composition tile roof.

2015-16 A large 80-foot-tall pine tree was damaged in a wind storm, cracked, and fell north over the house from the back yard to the front yard. It twisted towards the front of the house, punctured a large hole through the home's north façade next east of the front door, and penetrated the exterior north wall into the home's reception hall on the first floor. Damage to the dwelling initiated extensive repair work to the clinker brick exterior wall surface of the house at the north façade. Pat Carbaugh, a master bricklayer in Spokane, executed the clinker brick repair. Additional house repairs included interior and exterior painting, and new roof shingles installed along the north slopes of the house.

2021 All wall-to-wall carpet on the second floor was removed, exposing original hardwood oak floor planks. A new gas furnace and new whole-house air conditioner were installed in the house. Mahogany woodwork at the second floor was painted white.

2023-24 Protective wrought iron railings and handrails were installed outside at the home's front porch and front steps, back porch and steps, and also in the house at the entry/reception hall's staircase between the first and second floors, stairway to the basement. The first-floor powder room was updated with a new ceramic tile floor, painted walls, and a new porcelain washbasin & mirror.

SECTION 8: STATEMENT OF SIGNIFICANCE

Areas of Significance	***Architecture***
Period of Significance	***1937***
Built Date	***1937***
Builder	***Gus J. Bouten***

Summary Statement

The Irwin & Olive Cooke House & Garage are eligible for listing on the Spokane Register of Historic Places under Category C for their design, construction, and builder.[5] The period of significance is 1937, the year the house and garage were constructed. As so well-reflected by the Cooke House, the American Tudor Revival Cottage style became popular in the 1920s and 1930s when American home designs began to emulate the many small Tudor-inspired cottages built throughout Great Britain, and especially the Cotswold region of western England. The Cooke House & Garage are further significant as the work of Gus J. Bouten, a master builder and founder of the well-known Bouten Construction Company in Spokane. Bouten and his construction company custom-built the house and garage for Irwin & Olive Cooke, who owned the property for 21 years from 1937 to October 1958. Well-known in Spokane, Irwin Cooke proved his successful entrepreneurial skills when he founded a chain of "Cooke's Nut & Candy Shops" with four shops in downtown Spokane and one shop on Spokane's South Hill. He later erected a large building in north Spokane, which served as a "candy factory." [6]

HISTORIC CONTEXT

Cannon Hill Park Plat

The renowned Olmsted Brothers' Landscape Architect firm from Brookline, Massachusetts came to Spokane in 1907. They planned for a public park, called Cannon Hill Park, to be constructed south and uphill from the city's downtown on Spokane's South Hill, east of South Lincoln Street between Shoshone and West 19th Avenue. Built on a natural wetland, the 9-acre park was designed with two connected shallow ponds, and two arched pedestrian bridges made of native basalt stone. The ponds were surrounded by shrubs, indigenous trees and plants, and areas of manicured grassy lawn.

In 1907-08, the land surrounding the park and extending south uphill to 25th Avenue was open and available. Seizing his chance for speculative success, prominent Spokane businessman Arthur D. Jones and his real estate company purchased the land bounded by West 19th Avenue south to Shoshone Avenue, and from South Lincoln Street east to Bernard Street. They also purchased additional land south of the park from Shoshone uphill to 25th Avenue, and from South Wall Street east to Bernard Street. In 1909, the City of Spokane described the park and surrounding neighborhood plat as Cannon Hill Park.[7]

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[5] *National Register Bulletin 15, pp 17-20.* U.S. Department of the Interior, National Park Service, United States, Department of the Interior, Washington, DC.
[6] "Candy Factory Prepared for Cooke." *Spokesman-Review,* 26 April 1953
[7] *Spokane County Assessor's Plat Index.* 2003, page 12.

In 1910, residential lots around the two ponds and surrounding parkland in the Cannon Hill Park plat were advertised "for sale" in Spokane's *Spokesman-Review* and *Spokane Daily Chronicle* newspapers. In an October 30, 1910 *Spokesman-Review* article, Spokane land developer/builder Arthur D. Jones exclaimed that Cannon Hill Park and the surrounding residential neighborhood "did not just happen but were specifically planned." He explained:

Unanswerable Reasons Why You Should Buy in Cannon Hill Park
The whole plan was worked out in detail before a shovelful of earth was turned.
Its graceful streets, the uniformity of its clean-cut cement work (street curbs),
its paved roadways, its elaborate system of tree planting [in parking strips],
the general tone of the district—not one improvement is lacking.
The graceful streets, curbs, concrete cross-walks, steel water mains,
complete sewers, gas, electric lights, telephones, paved streets, everything is in now.
These improvements are all paid for, all included in the price of the lot.[8]

The Arthur D. Jones & Company's commitment to the implementation of necessary infrastructure paid off. Lot sales and home construction proved steady if not robust. A June 11, 1911 progress report in the *Spokesman-Review* made the following announcement:

"Cannon Hill Park, with its building restrictions and uniform improvements,
is becoming one of the most picturesque residence sections of the city."[9]

The park and its picturesque pond and bridges became the catalyst and anchor for the majority of the surrounding design, development, and subsequent successful settlement of the residential neighborhood around Cannon Hill Park, and later, further uphill south to 29th Avenue.

Cannon Hill Park Addition

Platted in 1910, the area south and uphill from Cannon Hill Park was officially named the "Cannon Hill Park Addition." The addition begins along the south side of West 25th Avenue, and extends four city blocks south and uphill to the north side of West 29th Avenue between Wall and Bernard Streets. The residential neighborhood was platted with 50-foot-wide residential lots between 25th and 29th Avenues, and between Wall and Bernard Streets, and was finished with a gridwork of city streets, many of which were originally surfaced with bricks.[10]

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[8] *Spokesman-Review,* 30 October 1910.
[9] *Spokesman-Review,* 11 June 1911.
[10] Unfortunately due to street widening and underground sewer/plumbing repairs, a majority of the original brick-paved streets in the neighborhood have been covered multiple times over the last 100 years with a tarred "blacktop" surface that covers and/or replaces the original bricks. However, the steep hillside at South Howard Street between 21st and 22nd Avenues does retain its original brick street surface, initially laid in the early 1900s.

Single-family residential home construction was planned and completed for the neighborhood throughout the Cannon Hill Park Addition in the 1920s, 1930s, and 1940s. The neighborhood was built and characterized with a varied collection of house styles such as Colonial, French, Spanish, and Tudor Revival Cottage in addition to Craftsman and Prairie designs.

The City of Spokane and Spokane School District 81 recognized the growing educational needs of families that were living in the Cannon Hill Park plat and Cannon Hill Park Addition. In 1926, Woodrow Wilson Public Elementary School was constructed along South Lincoln Street between West 25th and 26th Avenues. It was designed and finished as a handsome brick-and-terra-cotta school building by well-known Spokane architect Loren L. Rand.[11]

The Cooke House

On March 23, 1937, land owner and Spokane real estate developer Arthur D. Jones & Company sold all of Lot 16 and the west ten feet of Lot 15, Block 31 in the Cannon Hill Park Addition to Spokane residents, Irwin B. & Olive N. Cooke.[12] The parcel measured 60 feet wide as it faced north along West 27th Avenue, and measured 127 feet in depth along its east and west property borders.[13] The property was located 8 blocks south of Cannon Hill Park and its twin ponds, and 4 blocks east of Spokane's new Woodrow Wilson Public Elementary School, located between 25th and 26th Avenues.

As stated in Spokane County Warranty Deed #282527A issued on 23 March 1937 for the property at 521 West 27th Avenue, new property owners Irwin & Olive Cooke agreed to abide by the following protective neighborhood covenants listed on the warranty deed:[14]

1. *No building of any kind shall be erected or maintained on said lands within 30 feet of the street line in front of said land…and the same must face the street in front of the premises,*

2. *No apartment house or store or business structure of any kind shall be erected or maintained on said lands,*

3. *No dwelling shall ever be erected or permitted to remain on said land of less value than $3000,*

4. *All buildings of every kind [except brick or stone cladding] on said lots must be painted with at least two coats of paint.*

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[11] Spokane Public Schools. *Spokane Public Schools, School District 81, 1889-1989*.
[12] Spokane County Warranty Deed of Trust #282527A, filed March 30, 1937.
[13] Ibid.
[14] Ibid.

5. *The above conditions and covenants shall run with the land, and compliance with the same may be forced by injunction.*

Irwin & Olive Cooke hired well-known Spokane building contractor Gus J. Bouten to construct and erect a single-family home for them on their lot sited along the south side of West 27th Avenue. Bouten's cost to construct the house for the Cooke family was $7500. An article in the August 3, 1937 *Spokane Daily Chronicle* newspaper described the future Cooke House, which was to be erected in September:

Cooke Building Six-Room Brick
[Mr.] I. B. Cooke of Cooke's Nut Shop is constructing
a six-room clinker brick veneer residence,
W. 521 Twenty-Seventh Avenue, at an estimated cost of $7500.
Gus Bouten is the contractor.
There are four rooms downstairs [on the first floor] and two bedrooms upstairs.
Double plumbing has been installed with the conventional washroom upstairs.
There is a double garage at the rear of the house.
A rumpus room…fuel, laundry,
and general utility rooms, each a separate unit, are in the full cemented basement.
The [first-floor] kitchen will be as compact as possible
but due to the careful planning and arrangement of built-ins,
it will appear larger.
Mr. Cooke expects to occupy the house sometime in September.[15]

Construction of the Cooke House was completed, and became the home of Irwin & Olive Cooke and their family from 1937 to 1958. The Cooke family demonstrated the highest level of homeowner care as they carefully maintained the house and its original 1937-era exterior/interior materials and design for over two decades.

Irwin B. Cooke
Irwin B. Cooke was born in Illinois, came to Spokane in 1908 where he lived for the next 50 years. In 1926, Irwin Cooke and his brother, Eli Cooke, founded "Cooke's Nut Shop" at W. 803 Riverside Avenue followed by additional shop space a few doors west at 825 Riverside Avenue in downtown Spokane. Four years later at the height of America's Great Depression, business proved surprisingly positive and productive for the Cooke brothers. With jubilance, Irwin Cooke exclaimed the following in 1930:

Our business has shown an increase every month this year
with the exception of March when the decrease was but slight.
Business volume for the year to date is 5 percent ahead of last year.[16]

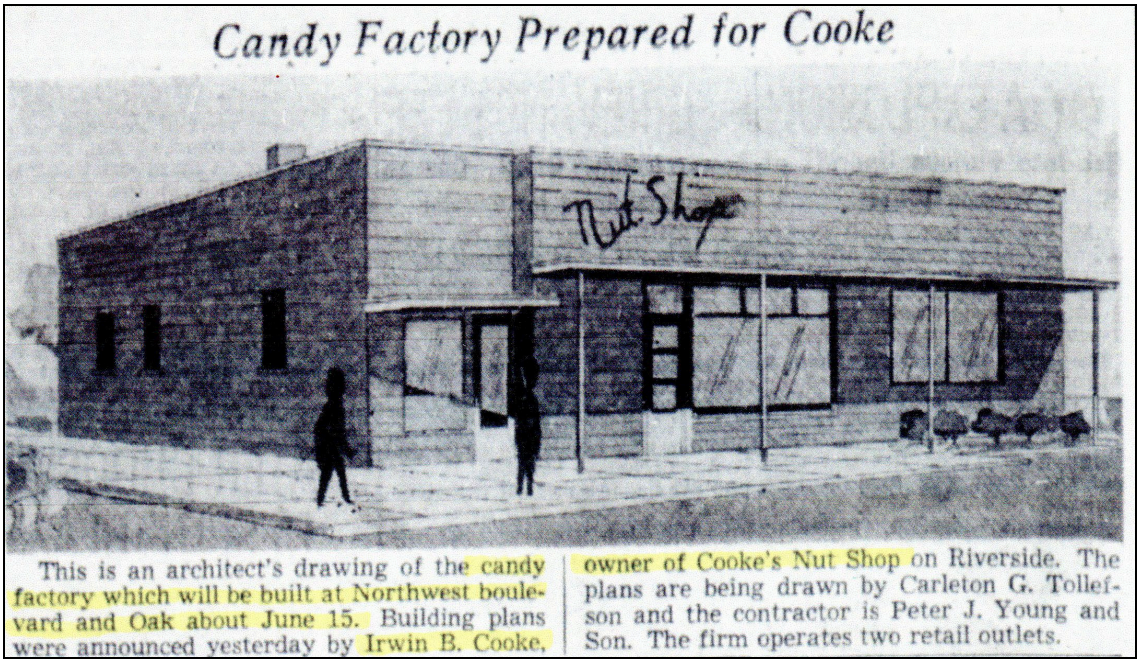
In 1932, Cooke's Nut Shops opened a new store in downtown Spokane at W. 901 Sprague Avenue in the State Theater Building (now called The Bing Theater, SRHP).

[15] *Spokane Daily Chronicle,* 3 August 1937.
[16] *Spokane Daily Chronicle,* 29 May 1930.

Brothers Irwin and Eli H. Cooke explained they "adopted a *'do it now'* policy to deliver the expansion when the work would give jobs to the unemployed."[17] The Irwin brothers added that the activities and work at Cooke's "Nut Shop Number One," located at W. 803 Riverside Avenue, will be merged with the new shop at the State Theater Building. In addition, they secured another building at N. 110 Howard Street, which maintained the "candy kitchen and main dining service for the shops."[18]

Seven years later on Valentine's Day, February 14, 1939, confectioner & nut shop owner Irwin Cooke agreed with other Spokane confectioners that Valentine's Day 1939 proved to be one of the most successful on record. In an article printed in the *Spokane Daily Chronicle*, Cooke enthusiastically exclaimed that "heart boxes and the miniature chocolate hearts are moving very fast. Monday sales and early business today have been outstanding."[19]

In the 1950s after more than 20 years in the candy business, Irwin Cooke embarked on a new project with the construction of a 1,300 square-foot candy factory to be erected as an addition to a larger established 1,500 square-foot building. On April 26, 1953, the *Spokesman-Review* newspaper issued the following architect's drawing followed by an anticipatory statement from Irwin Cooke:



[17] *Spokane Daily Chronicle,* 30 January 1932.
[18] Ibid.
[19] *Spokane Daily Chronicle,* 14 February 1939.

Cooke to Have Candy Factory—Nut Shop Proprietor to Build on North Side
Fronting on Northwest Boulevard, the building will have a retail sales room, packing room, work rooms, offices, kitchen, dipping room, cooling room, and storage facilities.
The total cost of the project is about $30,000.[20]

Irwin Cooke explained that he and his son, Donald Cooke, "have been serving Spokane and the Inland Empire for the last 27 years. We feel that with the growth of the city, there is a need for additional outlets for our home-made candies."[21]

Cooke's Candy Factory was built and completed on Spokane's north side. In addition, Cooke opened a fifth nut & candy shop—this one along West 30th Avenue & South Grand Boulevard on Spokane's South Hill.

Irwin Cooke married Olive Cooke in 1920 when they were both 26 years old, and together, they raised a daughter, Barbara, and a son, Donald. Irwin Cooke was a "longtime member of the downtown Spokane Lions Club, the Manito Golf & Country Club, and the Athletic Round Table."[22] Irwin & Barbara Cooke retired to Arizona in 1958. Twelve years later in 1970, Irwin Cooke passed away at age 76.

Subsequent Homeowners
A former hearing aid specialist and owner of Acoustician Pedersen Incorporated in Spokane, Betty Jean Pedersen bought the Cooke House in 1958 for $18,500. Katherine Watson and her husband, Charles Watson, a loan officer for Washington Mutual Bank, purchased the Cooke House for $95,000 in 1983. Five years later in 1988, the Watsons sold the property to Earl & Marjorie Thompson for $88,500. In May 1990, retirees from California, Joseph Sandell & Carla Bard Sandell, bought the home for $129,950.

On June 11, 1991, current owner, Jolene Delbridge, purchased the property for $138,000.[23] Jolene taught dental hygiene at Eastern Washington University, retiring in 2012.

ARCHITECTURAL SIGNIFICANCE
Category C
Category C of the Spokane Register of Historic Places applies to properties significant for their physical design and construction. To be eligible under Category C, a property must meet at least one or more of the following requirements:

1. *Embody distinctive characteristics of a type, period, or method of construction*
2. *Possess high artistic value*
3. *Represent the work of a master*

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[20] *Spokesman-Review,* 26 April 1953.
[21] Ibid.
[22] *Spokane Daily Chronicle,* 20 April 1970.
[23] City/County of Spokane Tax Assessor. Spokane City Hall, Spokane, WA.

The Cooke House meets all three of the above-noted architecturally significant requirements as listed in *National Register Bulletin #15.*[24] The property is an excellent example of the Tudor Revival Cottage style that was popular throughout America from 1890 to the early 1940s. In addition, the Cooke House is architecturally significant as a product of Gus J. Bouten, a highly successful professional building contractor.

English & American Tudor Styles

Whether expressed as a grand baronial manor house or a small cozy cottage, the American Tudor Revival style was a popular design in America in the late 1800s and 1900s, and is one of the country's best-loved architectural types. The style is a revival of chosen architectural forms, features, and designs made popular during the 16th-century reign of the English Tudors, a royal family in Great Britain descended from Sir Owen Tudor, a Welshman.

English Tudor Style

The English Tudor style was adopted and developed during the 1600s through the 1800s in the British Isles, reaching a period that fostered the construction of many of England's great manor houses. Designed to render houses more livable, the style emphasized large homes with multiple leaded-glass windows and fireplaces, sturdy stone and brick masonry construction, wall projections such as oriels and bays, steep roof inclines, and elaborate carving found on exterior and interior trim.

In addition to tranquil countryside settings, the English Tudor style was employed in urban centers throughout England. One of Great Britain's most photographed cities with urban interpretations of the English Tudor style is Chester, located in Cheshire County, Western England. Curvilinear cobblestone streets and narrow alleyways radiate from the city center and are lined with tall, steeply pitched two- and three-story townhomes that feature a robust concentration of half-timbered "black-and-white" construction. Black-and-white designs were made from a crème-colored mixture of rough muddy paste made of twigs and animal hair called "wattle and daub," which was then framed by blackish-colored timbers darkened by soot, oil, and age. In addition to Chester, many "black-and-white" half-timbered structures were built in towns throughout England and the British Isles.

American Tudor Revival Style

Borrowing architectural elements from the English Tudor tradition, the American Tudor Revival style originated 200 years later as a revision of the original English Tudor design. The new American Tudor Revival style enjoyed widespread popularity throughout the United States from 1890 to 1940. Many of the first American examples tended to be architect-designed landmarks that resembled historic mansions and cottages. Spokane was no exception and the style was adopted as a favorite among many of the town's early wealthy social elite. Built in Spokane in 1889, 1897, 1910, and 1916 respectively, the Glover Mansion (West 321 Eighth Avenue), the Campbell House (West 2316 First

[24] *Bulletin 15, National Register Bulletin*. U.S. Department of the Interior, National Park Service, Washington DC, pp 17-20.

Avenue), the J. P. Graves "Waikiki" House (North Waikiki Road), and the Humbird-Jewett-Gaiser Mansion (West 612 Sumner Avenue) were all designed by one of Spokane's earliest and most revered pioneer architects, Kirtland K. Cutter. Later examples of large Tudor Revival-style homes were also architect-designed and built in Spokane, mostly across the city's South Hill.

American Tudor Revival "Cottage" Style

"Quaint," "charming," and "romantic" are words used to describe smaller Tudor Revival Cottage-style homes built especially during the 1920s and 1930s across America. Resembling 17th and 18th-century hand-hewn stone dwellings and thatch-roofed cottages found in the Cotswold region of England, the American houses were built as efficient, affordable homes for modest incomes. American designers, builders, and homebuyers drew on the rustic and irregular forms of the medieval cottage—a small, usually hand-crafted dwelling characterized by an asymmetrical plan and hodgepodge of building materials. Twentieth-century false half-timbering used in gable peaks demonstrated an effort to resemble true British "black and white" designs from Cheshire, England townhomes and manor houses.

In the United States, fieldstone, slate, brick, stucco, and wood were all used in various combinations to produce 20th-century versions of "Olde English" cottages. To simulate the appearance of age, used bricks were applied as brick veneer to small frame houses. Especially favored were damaged bricks, which were discarded as non-useable, over-fired, unevenly colored bricks and brick pieces, called "clinkers." Today, clinker bricks are rare but continue to be greatly admired and highly sought.

America's early 20th-century version of the Olde English cottage was immensely popular with hundreds of thousands examples built throughout the country. Neighborhoods and towns were developed with Tudor Revival-style cottages and public buildings. Plans and blueprints were published in builder's catalogues and house plan books. Artist's renderings and conceptions were used in home decorating magazines, greeting cards, advertising logos, children's nursery rhymes, and storybooks like *Hansel and Gretel*. Romantic Thomas Kincaid paintings and prints of homey cottages, and coffee-table books with colorful photographs of historic homes and small dwellings became popular. A book called *Storybook Style—America's Whimsical Homes of the Twenties* pictured over 200 cottages, houses, and buildings artistically crafted in the Tudor Revival Storybook tradition.[25] Spokane's historic manor houses and cottages built in the Tudor Revival style and the Storybook style have appreciated in value and continue to be a favorite among homebuyers.

[25] Gellner, Arrol and Douglas Keister. *Storybook Style: America's Whimsical Homes of the Twenties.* 2001.

Tudor Revival Cottage Style Elements

The following architectural elements distinguish the Cooke House as an excellent example of the American Tudor Revival Cottage style:

- Cooke House built in 1937 (Tudor Revival Cottage-style homes in America were popular and built during the 1920s to the early 1940s)
- 1.5-story house, full concrete basement
- Asymmetrical design
- Steeply pitched multiple front-facing gable roof
- Steeply pitched side-gabled roof
- Steeply pitched gabled facade dormer
- Prominent "cat-slide" roof at façade—popular Tudor Revival Cottage-style characteristic
- Clinker brick cladding on all four sides of home. Clinker brick is made up of "clinkers"—twice- and thrice-fired bits and pieces of broken brick fired onto plain bricks. Displaying irregular shapes, textures, colors, and attached clinkers from damage during firing, the bricks became popular across America. They were popularly revered in the 1920s and 1930s as unusual and highly decorative brick cladding, and were used specifically for Tudor Revival-style cottages and Craftsman-style homes.
- Recessed front entry
- Front entry door made of wood with vertical batten design
- Front door with arched leaded-glass window located in upper third of door
- Tall narrow double-hung windows with multi-paned glazing
- Leaded-glass original windows—tall, narrow windows and large "picture" windows
- Bay and box windows
- Open reception hall stairway
- Interior oak hardwood flooring
- Stucco fireplace surround that tapers up from floor to ceiling
- Tudor-arched fireplace screen
- Built-in dining room china cupboard
- Built-in telephone niche in hallway
- Original overhead light fixture in front door reception hall
- Black wrought iron protective railing around front porch and on the interior stairway between the first and second floors

Gus J. Bouten, Contractor

The Cooke House well-represents the work of a master, and survives in excellent condition as one of the finest English Cottage-style Tudor Revival properties in Spokane. The house was built by master builder, Gustav Jerome Bouten, born in 1906 in Roseclare, West Flanders, Belgium. Bouten immigrated to the United States with his parents, Theodore & Augusta Bouten, in 1907 when he was a one-year-old child. The following is a summary prepared by the Bouten Construction Company in 2022:

> *It began in Aberdeen, South Dakota—a modest home built by a 13-year-old Belgian immigrant with the help of a carpenter and a laborer. Gus J. Bouten, son of a master craftsman, made his mark on the world with little more than an 8th-grade education, a single-minded work ethic, and a knack for building things that last.*
>
> *Working their way westward from Detroit, Gus and his father, Theodore Bouten, built houses across the northern plains, landing in Spokane 15 years after their journey began. By the time they arrived, however, the housing market had stalled, so father and son split up. Son Gus plied his trade as a carpenter throughout the northwest, where in spite of the Great Depression, homes were once again going up.*[26]

From the late 1920s through the middle 1940s, young builder Gus J. Bouten, constructed more than 40 homes throughout Spokane. More than half of the homes he built were erected on Spokane's South Hill in the Rockwood, Manito Park, and Cannon Hill Park neighborhoods. A few other houses were erected on Spokane's north side in a variety of locations. Bouten's superb skill and craftsmanship as a master builder honored him as a professional with a successful program of "building for the future."[27] Bouten's trademarks of meticulous craftsmanship and unsurpassed value were apparent in every home he built, including the following:[28]

Home Address	*First Homeowner*	*Year Built*
921 East 16th Avenue	Longwell	1940
1203 East 20th Avenue	Raupach	1939
726 West 21st Avenue	Brown	1941
802 West 21st Avenue	Johnson	1937
520 West 22nd Avenue	Ingraham	1938
607 West 22nd Avenue	Whittemore	1937
801 West 24th Avenue	Huggett	1936
427 West 27th Avenue	Cooke, Eli	1938
521 West 27th Avenue	Cooke, Irwin	1937
618 West 29th Avenue	Perry	1936

[26] Bouten Construction Company. *"History & Timeline."* 10 September 2022.
[27] Ibid.
[28] Ibid.

2624 South Arthur St	Wakefield	1937
2702 South Arthur St	Grilley	1937
2024 South Bernard St	Millard	1941
716 West Cliff Blvd	Barnett	1937
1609 South Crest Road		1941
2309 South Garfield	Bailey	1942
715 East Highland Blvd	Ainslie	1938
2808 South Monroe	King	1939
1121 East Overbluff	Whitehouse	1939
1204 East Overbluff	Baker	1939
1220 East Overbluff	Gever	1940
1304 East Overbluff	Theis	1939
1320 East Overbluff	Stolle	1939
2425 East Nora Avenue	Bouten	1939
929 East Sinto Avenue	Parmentier	1939
2114 East Sharp Avenue		1937
2118 East Sharp Avenue		1937
216 West Sumner	McClintock	1940
1413 North Superior	Hoge	1937
1806 South Upper Terrace	Jennings	1939
2114 South Wall	Morrissore	1936
2518 North Washington	Hennessey	1936
206 North University	Crabhill	1937
2707 South Rhyolite Road [29]	Frederick	1927

After World War II in the mid-1940s, Bouten ended his former residential home construction business, and replaced it with commercial construction contracts. In 1945, the Gus J. Bouten Construction Company bid $109,644 to build the Sacred Heart Hospital Cadet Nurse's Training Facility in Spokane.[30] In 1947, the company began work on Spokane's "Sacred Heart Hospital's 7-story-central wing and 6-story-east wing," the completion of which made it [at that time] the "largest privately owned hospital in the Northwest."[31]

The year 1967 was a defining time for the company, which stepped outside of its smaller Spokane home market to work on multi-million dollar jobs. A banner year was 1969 when construction began on the largest project yet undertaken by the company. The project included "42,000 cubic yards of concrete," an estimated "3,800 tons of reinforced steel, and more than 60 acres of plaster will go into three earthquake-resistant buildings making up the 9-story patient tower at Sacred Heart Medical Center."[32]

[29] Bouten Constuction Company. "Houses Built by Gus J. Bouten, 1927-1942."
[30] Bouten Construction Company. "History & Timeline, 10 September 2022."
[31] Ibid.
[32] Ibid.

During the 79 years from 1945 to 2024, a wide expanse of commercial construction jobs were completed by the Bouten Construction Company.[33] The company is one of the area's largest, most well-known, and most experienced commercial construction companies headquartered in Spokane. The company's commercial construction contracts have been and continue to be with numerous hospitals, medical care centers and facilities as well as bank and business towers, convention centers, universities, and other large commercial construction contracts. Gus J. Bouten (1906-1984) proved his talent as one of Spokane's finest and most respected master builders.

[33] Ibid.

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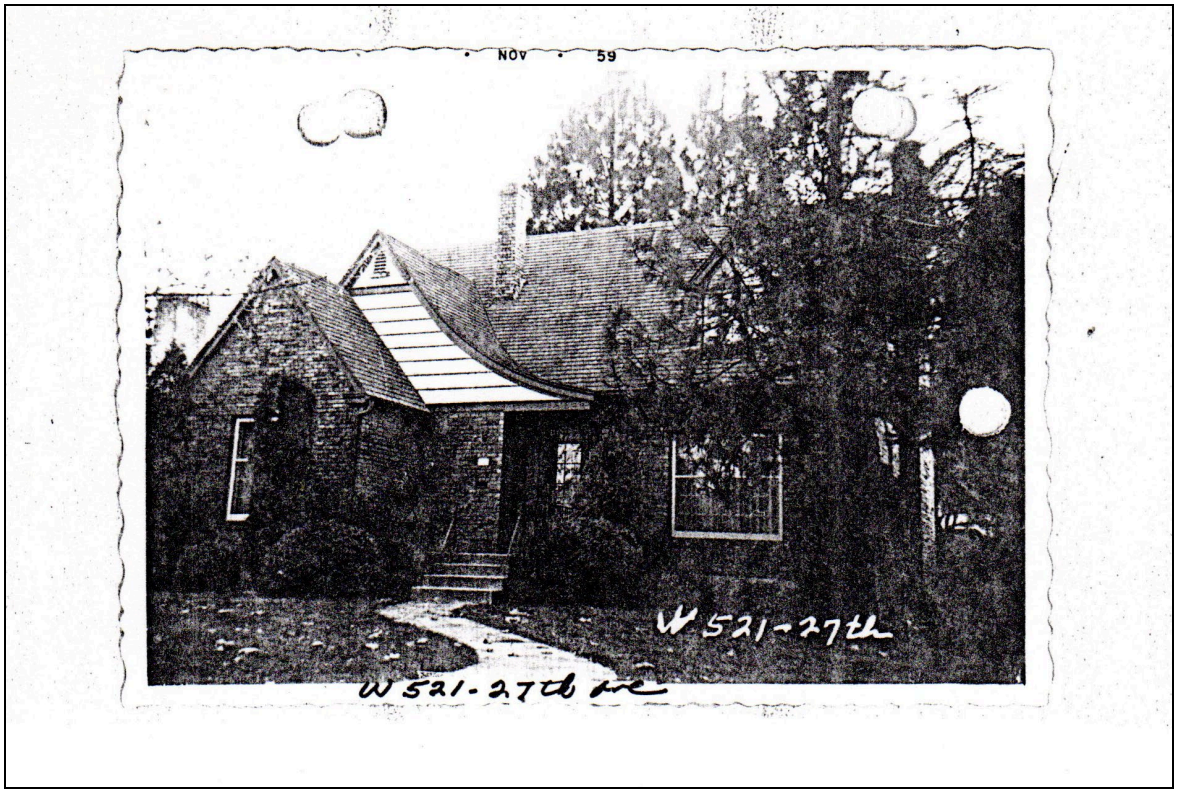
COOKE HOUSE
521 W. 27th Avenue in Spokane, WA

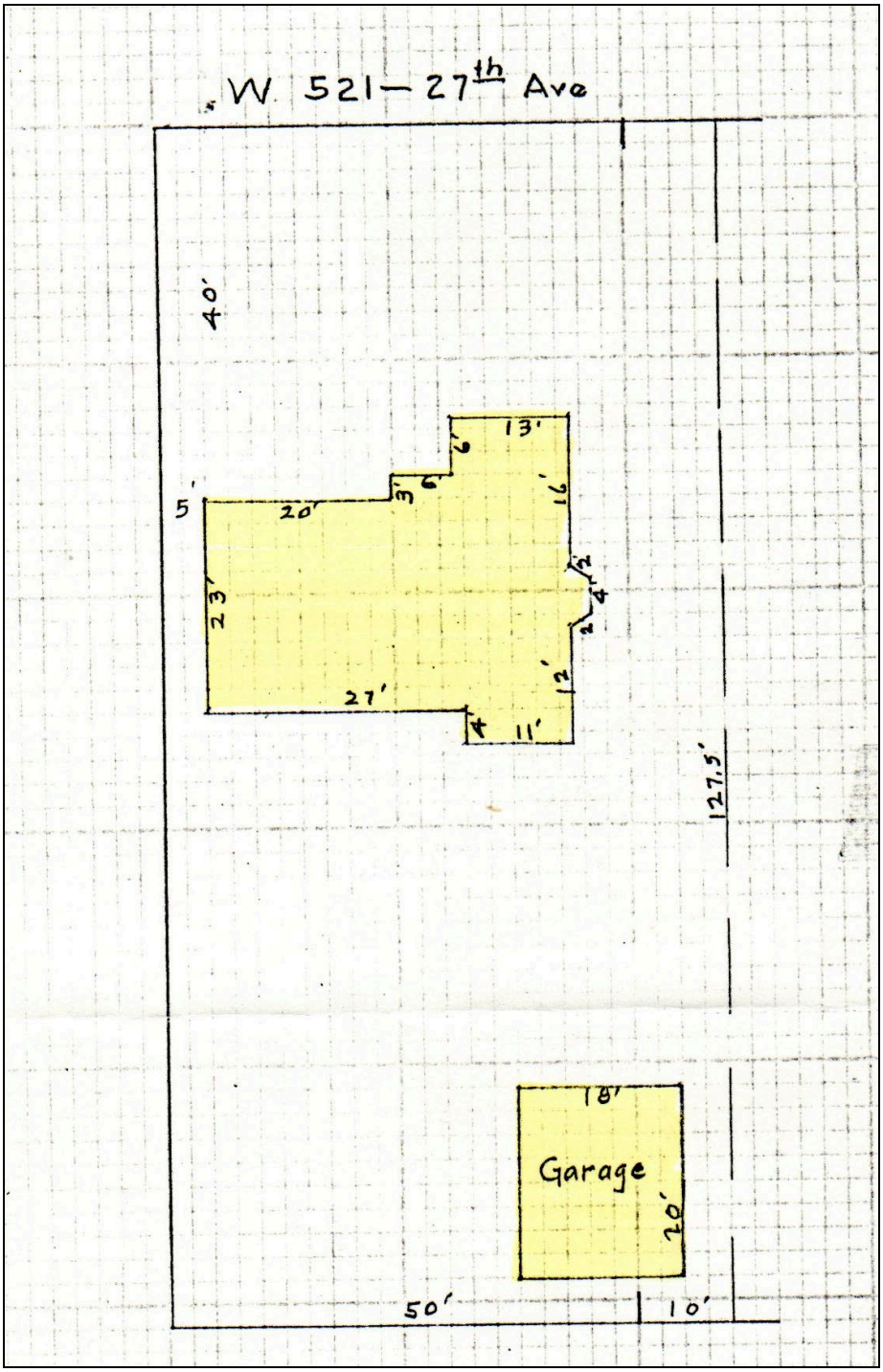
Source: Spokane County Tax Assessor Plat Map 2024

North



COOKE HOUSE in 1959
521 W. 27th Avenue in Spokane, WA

Source: Spokane County Assessors Records
Spokane, WA



1937 COOKE HOUSE SITE PLAN

Source: Spokane County Tax Assessor

COOKE'S TO OPEN NEW CANDY SHOP

Cooke's Nut Shops opened a new store today at W901 Sprague avenue, in the State Theater building. It will be the third in Spokane.

Eli Cooke, Irwin Cooke and E. F. Gay, proprietors of Cooke's, adopted a "do it now" policy to make the expansion when the work would give jobs to unemployed.

Cooke's Nut Shop No. 1, at W903 Riverside avenue, will remain open until March 1, then will be merged with the nev shop. Shop No. 2 is at N110 Howard, where the candy kitchen and main dining service for the shops are maintained.

Eli Cooke, president of the company, will be here from Seattle for the occasion.

"Cooke's To Open New Candy Shop."
Spokane Daily Chronicle
30 January 1932

COOKE BUILDING SIX-ROOM BRICK

I. B. Cooke of Cooke's Nut shop is constructing a six-room clinker brick veneer residence at W521 Twenty-seventh at an estimated cost of $7500. Gus Bouten is the contractor.

The house is the two-story type designed along early colonial lines. There are four rooms downstairs and two bedrooms upstairs. Double plumbing has been installed with the conventional washroom upstairs. The interior will be finished in mahogany. There is a double garage at the rear of the house.

A rumpus room, air conditioning plant, fruit, fuel, laundry and general utility rooms, each a separate unit, are in the full-cemented basement.

The kitchen will be as compact as is possible, but due to the careful planning and arrangement of built-ins it will appear larger. Mr. Cook expects to occupy the house some time in September.

"Cooke Building Six-Room Brick."
Spokane Daily Chronicle
3 August 1937

Candy Factory Prepared for Cooke

This is an architect's drawing of the candy factory which will be built at Northwest boulevard and Oak about June 15. Building plans were announced yesterday by Irwin B. Cooke, owner of Cooke's Nut Shop on Riverside. The plans are being drawn by Carleton G. Tollefson and the contractor is Peter J. Young and Son. The firm operates two retail outlets.

COOKE TO HAVE CANDY FACTORY

Nut Shop Proprietor to Build on North Side

Irwin B. Cooke, owner of Cooke's Nut Shop, W825 Riverside, yesterday announced he will move his candy factory to Northwest boulevard and Oak about June 15.

Cooke said he has taken a long-term lease on the property. He said the downtown store will continue as the major retail sales outlet.

The site where the candy factory will be now has a one-story concrete block building with about 1500 square feet of space.

Plans are being drawn by Carleton G. Tollefson, architect for E. D. McCarthy and Associates, for a 1300 square foot addition to the present building.

The plans also include remodeling of the present structure, Tollefson said. Peter J. Young & Son, Spokane contractors, have the contract for the construction.

Total cost of the project is about $30,000, it was estimated.

Cooke's Nut Shop was started by Irwin and Eli H. Cooke in 1926. At the death of his brother, Irwin took his son, Donald Cooke, into the business.

Long in Business

"We have been serving Spokane and the Inland Empire for the last 27 years. We feel that with the growth of the city, there is a need for additional outlets for our home-made candies," he said.

Fronting on Northwest boulevard, the building will have a retail sales room, packing room, work rooms, offices, kitchen, dipping room, cooling room and storage facilities.

The sales and packing rooms will be air conditioned, Tollefson said.

"Cooke to Have Candy Factory—Nut Shop Proprietor to Build on North Side."
Spokesman-Review
26 April 1953

Irwin B. Cooke

Irwin B. Cooke, 76, longtime co-owner and manager of Cooke's Nut & Candy Shops, died yesterday in a hospital in Sun City, Ariz. He had been hospitalized only five days, but he had been ill almost a year, his sister-in-law, Mrs. Clyde C. Rowan of Spokane, said.

Mr. Cooke had lived in Sun

Other obituaries, page 22.

City 12 years and he sold real estate there. He last visited Spokane last summer.

Born in Illinois, he came to Spokane in 1908 and lived here 50 years.

In 1926 Mr. Cooke and his brother, Eli H., who died in 1949, founded Cooke's Nut Shop here. Eli was managing two Seattle nut and candy shops at the time the firm opened the outlet at W803 Riverside, where it operated for many years.

Following World War II, Irwin Cooke's son, Donald I., joined him in the nut shop operations here. Third member of the original company was E. F. Gay, master candymaker.

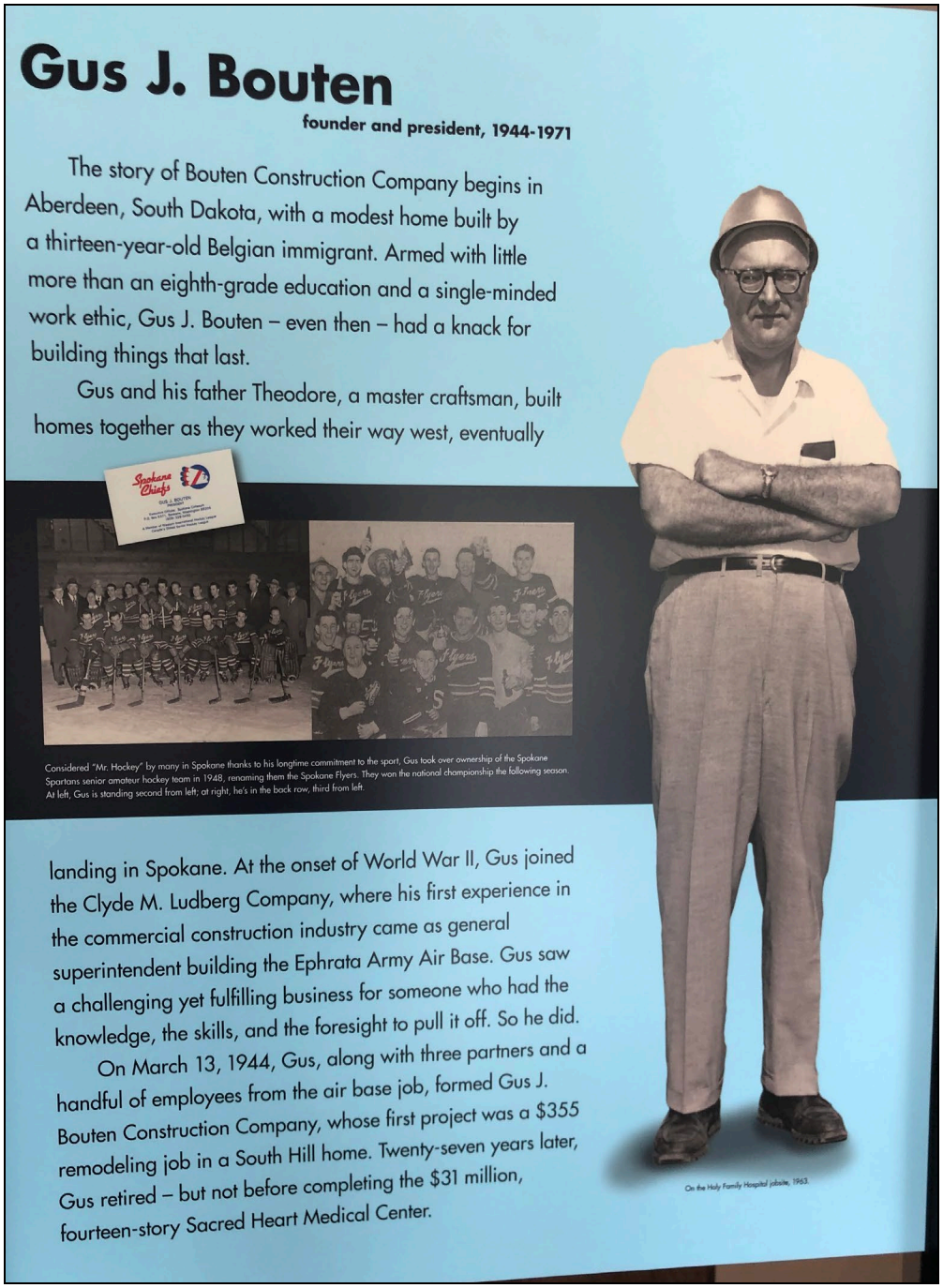
In addition to the main store on Riverside, other stores at Thirtieth and Grand and at Northwest Boulevard and Jackson.

Charles R. Devine, Spokane advertising man, bought Cooke's Candy factory at W1728 Jackson in 1958 and his daughter, Barbara, purchased it in 1970, but had it less than a year, selling to to William Matthews.

Mr. Cooke's wife, Olive M., survives at the home in Sun City and the son, Donald I., in Scottsdale, Ariz. Also surviving are four grandchildren, two great-grandchildren and two sisters in Sacramento. Also surviving in Spokane is a niece, Mrs. Barry K. Jones.

Mr. Cooke was a longtime member of the downtown Spokane Lions Club, the Manito Golf and Country Club and the Athletic Round Table.

"Irwin B. Cooke Obituary."
Spokane Daily Chronicle
20 April 1970



Gus J. Bouten

founder and president, 1944-1971

The story of Bouten Construction Company begins in Aberdeen, South Dakota, with a modest home built by a thirteen-year-old Belgian immigrant. Armed with little more than an eighth-grade education and a single-minded work ethic, Gus J. Bouten – even then – had a knack for building things that last.

Gus and his father Theodore, a master craftsman, built homes together as they worked their way west, eventually

Considered "Mr. Hockey" by many in Spokane thanks to his longtime commitment to the sport, Gus took over ownership of the Spokane Spartans senior amateur hockey team in 1948, renaming them the Spokane Flyers. They won the national championship the following season. At left, Gus is standing second from left; at right, he's in the back row, third from left.

landing in Spokane. At the onset of World War II, Gus joined the Clyde M. Ludberg Company, where his first experience in the commercial construction industry came as general superintendent building the Ephrata Army Air Base. Gus saw a challenging yet fulfilling business for someone who had the knowledge, the skills, and the foresight to pull it off. So he did.

On March 13, 1944, Gus, along with three partners and a handful of employees from the air base job, formed Gus J. Bouten Construction Company, whose first project was a $355 remodeling job in a South Hill home. Twenty-seven years later, Gus retired – but not before completing the $31 million, fourteen-story Sacred Heart Medical Center.

On the Holy Family Hospital jobsite, 1963.

"Gus J. Bouten, Founder and President of Bouten Construction, 1944-1971"

Spokesman-Review, 1971

Spokane contractor Gus Bouten dies

S.R. 5-9-1984

Spokane building contractor Gus J. Bouten, who was "Mr. Hockey" in Spokane for several years, has died at 77.

He died Monday at St. Joseph Care Center.

Bouten founded Gus J. Bouten Construction Co. in 1946 and later built Sacred Heart Medical Center, Gonzaga Preparatory School, the Washington Mutual Building and Holy Family Hospital.

In 1980 the City Council appointed him project manager for converting the former Montgomery Ward building into what now is City Hall.

Bouten had been a vocal supporter of the Ward building project, often praising the 50-year-old building's solid construction and adaptability as a City Hall.

City Councilman Richard Gow did not favor that move, but supported Bouten's appointment, saying the contractor was "extremely well-qualified."

Gow said Tuesday night Bouten's death is a "tremendous loss." Sacred Heart Medical Center, he said, is "a truly remarkable piece of construction."

Added Gow: "He kept the interests of the community first in his thoughts. On the occasions I had to meet the man and hear him, it was almost like dealing with a piece of Spokane history. He'll always be with us as long as these buildings stand."

A tribute to 'Mr. Hockey' — page 24

Mike Kobluk, Spokane's entertainment facilities manager, recalls Bouten as "a very shrewd negotiator."

Clair Jones, former chairman of the Sports, Entertainment, Arts and Conventions Advisory Board (SEACAB), knew Bouten for 20 years.

"He was a very fine gentleman and a very good contractor," Jones said. "He was an exceedingly able negotiator to negotiate favorable contracts for the hockey teams at the Coliseum.

"And I think that everyone on SEACAB wanted to see him succeed in bringing hockey back. He risked his own money to bring it back because he loved the game."

George Reitemier, chairman of SEACAB, said Bouten was "a tough guy to work with, but he was always a man of his word. He was as strong and as sturdy as those buildings."

Bouten also was an avid baseball fan and sponsored two semi-pro teams in the 1950s.

He was awarded an honorary doctorate by Great Falls College in 1983, and Mayor Jim Chase presented him an award this year for contributions to the city and hockey.

Bouten was a past president of the Associated General Contractors, a life member of Spokane Elks Lodge 228 and a member of St. Thomas More Roman Catholic Church.

Born Aug. 5, 1906, in Roulers, Belgium, he came to the United States in 1908 and to Spokane in 1923.

Survivors include his wife, Ruth M., at the home; one son, Frank J. Bouten of Spokane; one daughter, Mrs. Lawrence (Grace) Dyer of Spokane; one stepdaughter, Mrs. Richard (Carol) Wendle of Spokane; one stepson, James N. Rigsby of Spokane; two sisters, Mrs. Louis (Estelle) Schnell of Spokane and Margaret Smith of Seattle; one brother, Victor Bouten of Spokane; nine grandchildren; six stepgrandchildren; and one great-grandson.

Rosary will be recited at 7 p.m. today at Our Lady of Lourdes Roman Catholic Cathedral, W1115 Riverside.

Mass of Christian Burial will be con-celebrated at 10 a.m. Thursday at the cathedral by the Rev. Richard Smith, his nephew, and Msgr. Oakley O'Connor. Burial will follow at Holy Cross Cemetery with Hennessey-Smith Funeral Home in charge of arrangements.

"Spokane Contractor Gus Bouten Dies."
Spokesman-Review
9 May 1984

Bouten: Warm to cold sport

By HOWIE STALWICK
Staff writer Chr. 5/10/1984

Spokane hockey has lost its angel.

Gus Bouten, 77, the construction magnate who built so much of Spokane, died Monday afternoon after making certain his final construction project was complete.

Bouten built buildings out of concrete and stone. Bouten built hockey teams out of blood, sweat and tears of endearment.

The reconstruction of hockey interest in Spokane was hurried, if not accomplished entirely, by the presence and will of Bouten. He died a wealthy man, but it was his warm feeling for hockey more than his cold cash that helped make Spokane the mecca of senior amateur hockey in North America.

A gruff man with people, Bouten poured his affection into hockey. Three times he gave life to a sport that was dying in Spokane. Hockey, in return, gave life to him.

"I knew he'd go as soon as the season ended," said his daughter, Mrs. Lawrence (Grace) Dyer of Spokane. "He'd gone full circle.

"Hockey was the only thing that kept that man alive the last year. He was on death's door the last three games. But he had to go into the dressing room and see the players — his team, his boys.

"I know they gave him more than they'll ever know."

"We felt this would be his last year," said Al Rollins, the coach and general manager of the Spokane Chiefs. "He would have kept going as long as we were winning."

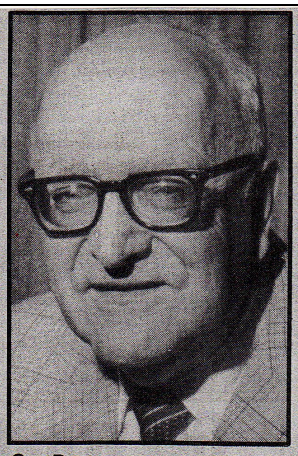
The Chiefs stopped winning last month, one step short of the Allan Cup finals. Only in 1975-76 did one of Bouten's teams go all the way, and Rollins and his players spent seven months trying to grant a dying man his final wish — another Allan Cup.

"That's what I really wanted to do for him," said Rollins sadly. "We were dedicated, and we wanted it. We tried our hardest."

Bouten asked nothing more, and demanded nothing less — from his players, or himself. He attended all but one home game last year, though he could barely see the ice and could not walk on his own.

"He was a super person," said Chiefs captain Don Burgess. "He was an honest person. He treated all persons fairly. He was part of us, part of the team.

"Most owners don't get involved.



Gus Bouten
Hockey's angel

He did. He was like one of the players."

Bouten unfailingly visited his players before and after home games. When a fall in the hospital forced him to miss the one game last season, he demanded that phone calls be made to him between periods from the dressing room.

Bouten overcame 30 years of heart problems, a near-fatal bout with cancer, two divorces and, finally, the rare brain disease (progressive supranuclear palsy) to live 77 years. In turn, this unhealthy man gave health and vitality to Spokane hockey.

Hockey was on thin ice in Spokane in 1948, 1975 and 1982. Each time, Bouten came forth, rode out some rough times, probably lost more money than he made, then exited quietly when the local team appeared stable.

The most recent such instance occurred shortly after the past season was completed, when he sold the club to Travis Garske. Bouten brought hockey back to Spokane two years ago, after the Tier One Junior team that replaced the senior amateur Flyers collapsed in a sea of red ink in the winter of 1981.

A few weeks later, Bouten had a Western International Hockey League franchise established for 1982-83.

"I'm willing to go in debt more than six figures to save this sport for Spokane," Bouten said at the time.

The Chiefs struggled on and off the ice that first year. Dyer said her father "lost $130,000." Rollins said the figure was "a little less than $90,000."

No matter. It was a considerable loss even for a man of Bouten's considerable means, but he never flinched.

"He never complained a bit," said Rollins. "He just said, 'Let's get a winner.' "

"He made that money with his two hands," said Dyer, "and that's the way he wanted to spend it."

Bouten never recovered the money he lost in 1982-83, but the 1983-84 Chiefs did turn a profit, when a WIHL championship team revived hockey interest in Spokane. A city that saw its sport left to die during the 1981-82 season learned to love hockey once again, and Bouten rejoiced.

"The reason people came out this year was because of Gus Bouten," said Burgess. "After the Juniors were here, I don't think anyone could have saved hockey in this town except for Gus."

"If I had taken over, or anyone, I don't think the public would have had the same confidence," said Rollins.

Bouten had his confidence in Spokane, and hockey, rewarded this past season. Near-capacity crowds, a familiar sight at Spokane hockey games in the late 1960s and early '70s, once more filled the Coliseum.

One such throng awarded Bouten a standing ovation Jan. 7, when Mayor Jim Chase honored Bouten for bringing hockey back to Spokane. Dyer said there were times during the past season when her father "didn't realize he owned that team," but his love for hockey always was clear to him and others.

"I thank God he went with a heart attack," said Dyer. "It could have been a lot worse. That's what they think it was.

"One of the nurses said he cleared his throat, leaned back — and he was gone."

A more pleasant thought came to Dyer, and she laughed.

"He was the boss to the very end. The nurses would ask him, 'Why don't you say 'Please?' ." And he'd say, 'I couldn't say 'Please' to a carpenter every time he'd go pound a nail.'

"He said, 'I guess I'll always be a boss.' And that's what he was."

"Bouten: Warm to Cold Sport."
Spokane Daily Chronicle
10 May 1984

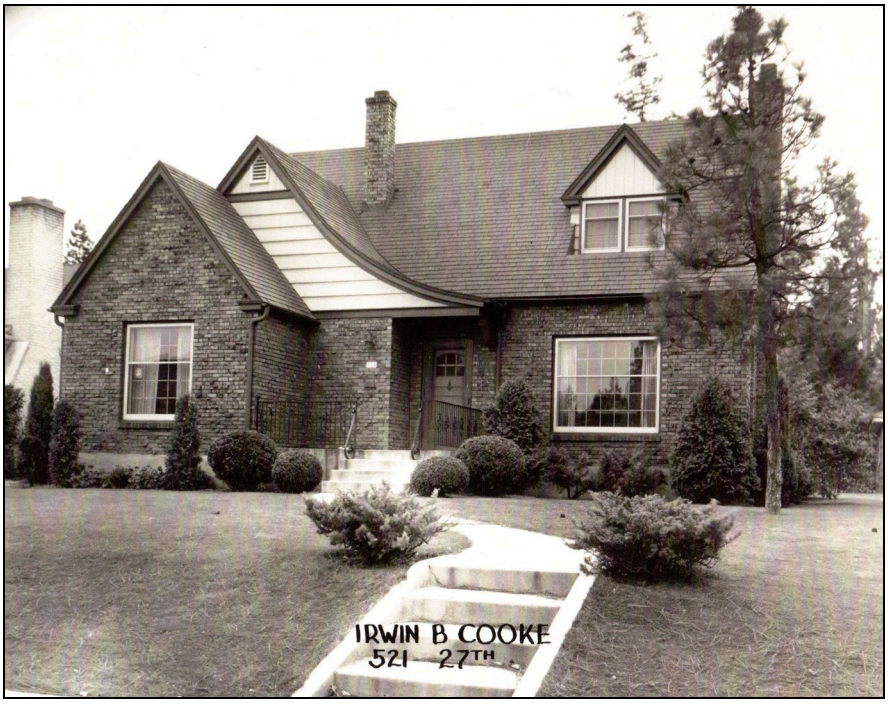


Photo 1
1939-1940 photo of the south façade of the Cooke House

Photo 2
2023 photograph of the south façade of the Cooke House

Photo 3
2023 photograph of north façade and east wall along driveway of Cooke House

Photo 4
A 2024 photograph of the south rear face of the Cooke House

Photo 5
A 2024 photo of the north façade of the garage behind the house

Photo 6
2024 photo facing east at the west elevation of garage

Photo 7
2023 photograph of Cooke House interior, looking west into living room from the reception hall on first floor

Photo 8
2023 photograph of living room, looking at the fireplace on the west wall

Photo 9
2023 photograph of living room, looking north

Photo 10
2023 photograph of living room, looking at northwest corner

Photo 11
2024 photograph of dining room, looking west into living room

Photo 12
2023 photograph of the dining room, looking east into hallway to kitchen—notice the built-in gumwood china cupboard and drawers on the room's east wall

13 and 14
2023 photographs of the kitchen, looking south at the back door (top photo), and looking north (lower photo) into the breakfast room

Photos 15 and 16
2023 photographs of built-in phone niche and interior doors on first floor—the original niche and doors are made of gumwood

Photo 17
2023 photograph of the northeast corner of the first-floor bedroom

Photo 18
2023 photograph of the first-floor bedroom, looking southeast

Photo 19
2023 photograph of staircase leading from reception hall on first floor to second floor

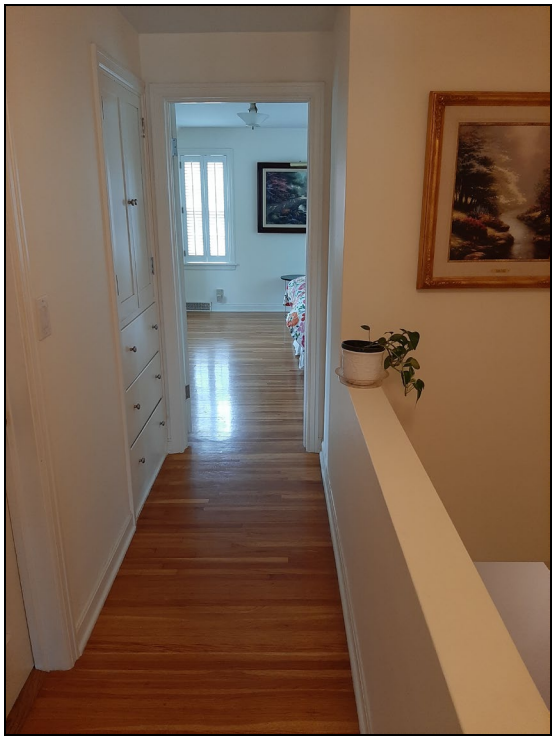


Photo 20
2023 photograph of second-floor hallway, looking west

Photo 21
2023 photograph of the master bedroom on the second floor, looking northeast

Photo 22
2023 photograph of the master bedroom, looking south

Photo 23
2023 photograph of basement family room

Photo 24
2023 photograph of the basement family room, looking north at entertainment center

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/09/2024

Committee Agenda type: Discussion

Council Meeting Date: 09/30/2024

Date Rec'd	8/27/2024
Clerk's File #	OPR 2024-0827
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HISTORIC PRESERVATION
Contact Name/Phone	MEGAN 6543
Contact E-Mail	MDUVALL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	JBINGLE ZZAPPONE KKLITZKE
Agenda Item Name	0470 – WRIGHT HOUSE & GARAGE NOMINATION TO THE REGISTER OF

Agenda Wording

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Wright House & Garage at 507 W 14th Avenue was constructed in 1913

Summary (Background)

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Fred and Winifred Wright House & Garage at 507 W 14th Avenue was constructed in 1913 (house) and 1915 (garage) and has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Narrative

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

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

(house) and 1915 (garage) has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

Summary (Background)

Approvals		Additional Approvals	
Dept Head	DUVALL, MEGAN		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ORLOB, KIMBERLY		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List

	Lcamporeale@spokanecity.org
mduvall@spokanecity.org	akiehn@spokanecity.org

Committee Agenda Sheet
Urban Experience Committee

Committee Date	9/9/2024
Submitting Department	Historic Preservation
Contact Name	Megan Duvall
Contact Email & Phone	mduvall@spokanecity.org
Council Sponsor(s)	CM Zappone; CM Klitzke; CM Bingle
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5 min
Agenda Item Name	0470 – FRED AND WINIFRED WRIGHT HOUSE & GARAGE NOMINATION TO THE REGISTER OF HISTORIC PLACES
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Fred and Winifred Wright House & Garage at 507 W 14th Avenue was constructed in 1913 (house) and 1915 (garage) and has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

Fiscal Impact

Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Total Cost: 0

Current year cost:

Subsequent year(s) cost:

Narrative: Property listing on the Spokane Register of Historic Places does not have a direct impact on City revenues or expenses.

Funding Source ☐ One-time ☐ Recurring ☒ N/A

Specify funding source: Select Funding Source*

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

Expense Occurrence ☐ One-time ☐ Recurring ☒ N/A

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

Properties listed on the Spokane Register are subject to design review in the future which does generate revenue through small fees. Tax incentives are available to listed properties and also can generate future revenue.

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

What impacts would the proposal have on historically excluded communities?

This contract would have no meaningful impact 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?

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

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?
The Historic Preservation Office's primary responsibility is to protect historic properties and neighborhoods in Spokane. The more properties that are listed on the Spokane Register, the more ability we have to offer incentives that help keep those properties viable and in use. As we list additional properties, we increase our ability to protect Spokane's historic resources.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
SMC 04.35.010 Spokane Historic Landmarks Commission Findings and Purpose:
The City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity.

Comprehensive Plan Goals
DP 1.1: Landmark Structures, Buildings, and Sites
Recognize and preserve unique or outstanding landmark structures, buildings, and sites.
DP 3.3: Identification and Protection of Resources
Identify historic resources to guide decision making in planning.
DP 3.11: Rehabilitation of Historic Properties
Assist and cooperate with owners of historic properties to identify, recognize, and plan for the use of their property to ensure compatibility with preservation objectives.
N 2.4: Neighborhood Improvement
Encourage revitalization and improvement programs to conserve and upgrade existing properties and buildings.

Findings of Fact and Decision for Council Review to the Nomination to the Spokane Register of Historic Places

Fred & Winifred Wright House & Garage – 507 W 14th Avenue

FINDINGS OF FACT

1. **SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**

- Originally built in 1913; the Fred & Winifred Wright House and Garage meet the age criteria for listing on the Spokane Register of Historic Places.

2. **SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).**

- The Wright House & Garage are significant under Category C, Architecture as a good example of a Craftsman style bungalow. The home has a low-pitched hip roof, widely overhanging unenclosed roof eaves, exposed eave rafters, a front-facing cross-gable with decorative braces, and a center front entrance. The dwelling is clad with wood shingles, and is illuminated with original wood-sash multi-paned windows.
- The home retains its original 1913 interior design with an open and spacious living room/dining room area, four bedrooms, oak hardwood floors, and woodwork made of smooth-grained gumwood aged to a deep honey-colored hue.
- A single-car garage was built in 1915 behind the house in the southwest rear corner of the property, and compliments the house with its original Craftsman design and materials, low-pitched hip roof, widely overhanging eaves, exposed rafters, and original narrow-width horizontal painted wood clapboard siding.
- The first initial homeowners and couple responsible for building the Wright House & Garage were Fred & Winifred Wright. A registered Spokane patent attorney, Fred Wright purchased residential Lot 2 on Block 4 in Spokane's South Side Cable Addition at 507 West 14th Avenue in 1909. He then hired Spokane home builder, F. E. Martin, to construct a single-family home. Construction of the house was completed in 1913 for $3000, and was home to the Wright family for more than 7 years.
- In 1913, the Wright House was designed and built in the Craftsman style as a one-and-one-half-story bungalow with a low-pitched hip roof, widely overhanging unenclosed roof eaves, exposed rafter tails, and a partial-width single-story covered front porch. Alterations were made to the house as stated on City of Spokane Department of Public Works building permit #92526, September 14, 1948, which described proposed work to "change porch (make smaller)." The front porch was entirely removed and replaced by a small pediment, which was built in the center of the house over the front door. In addition to removal of the front porch in 1948, the home's roof eaves were shortened, and the original exterior narrow-width horizontal wood clapboard cladding was covered with large square coursed-wood shingles. In 2023-24, a restoration of the home's original Craftsman-style roof design with widely overhanging unenclosed roof eaves and exposed roof rafters was undertaken and completed.

3. **SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association."** *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance…it is not necessary for a property to retain all its historic physical features…the property must retain, however, the essential physical features that enable it to convey its historic identity."*

- Well-preserved with a high degree of integrity in original location, design, materials, workmanship, and association, the Wright House & Garage are eligible for listing on the Spokane Register of Historic Places.

4. **Once listed, this property will be eligible to apply for incentives, including:**
   Special Valuation (property tax abatement), Façade Improvement Grants, Spokane Register historic property plaque, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission found the **Fred & Winifred Wright House and Garage** eligible for listing on the Spokane Register under **Category C – Architecture as good examples of the Craftsman Bungalow style** at a public hearing on 8/21/24.

After Recording Return to:
City of Spokane Clerk
808 W Spokane Falls Blvd
Spokane, WA 99201

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

SOUTH SIDE CABLE L2 B4

Parcel Number(s) **35301.0402**, *is governed by a Management Agreement between the City of Spokane and the Owner(s),* **Donna Punihaole**, *of the subject property.*

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on September 23, 2024 *. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No.*_____.

I certify that the above is true and correct.

Spokane City Clerk	*Historic Preservation Officer*
_____	_____
Dated: _____	*Dated:* *8/21/2024*

City Clerk No. OPR 2024-0827

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **21** day of **August 2024**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Donna Punihaole** (hereinafter "Owner"), the owner of the property located at **507 West 14th Avenue** commonly known as the **Fred & Winifred Wright House & Garage** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission') is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

(A) demolition;

(B) relocation;

(C) change in use;

(D) any work that affects the exterior appearance of the historic landmark; or

(E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to the provisions as set forth in SMC 17D100.220.

This Agreement is entered into the year and date first above written.

_____	_____
Owner	Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER	**CITY OF SPOKANE**
_____	_____
Megan M.K. Duvall	City Administrator

ATTEST:

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____,to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____(he/she/they) signed the same as _____ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2024.

_____

Notary Public in and for the State
of _____, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, CITY ADMINISTRATOR and TERRI L. PFISTER, to me known to be the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2024.

_____

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires_____

Attachment A

The Wright Garage is an included historic resource in this nomination and is subject to all tenants of this agreement.

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Spokane Register of Historic Places Nomination

Spokane City/County Historic Preservation Office, City Hall, 3rd Floor
808 W. Spokane Falls Boulevard, Spokane, WA 99201

1. HISTORIC NAME

Historic Name	**FRED & WINIFRED WRIGHT HOUSE & GARAGE**
Common Name	

2. LOCATION

Street & Number	507 West 14th Avenue
City, State, Zip Code	Spokane, WA 99204
Parcel Number	35301.0402

3. CLASSIFICATION

Category	**Ownership**	**Status**	**Present Use**	
X_building	__public	X occupied	__agricultural	__museum
__site	X_private	__work in progress	__commercial	__park
__structure	__both		__educational	__religious
__object	**Public Acquisition**	**Accessible**	__entertainment	X_residential
	__in process	X_yes, restricted	__government	__scientific
Site	__being considered	__yes, unrestricted	__industrial	__transportation
X_ original		__no	__military	__other
__ moved				

4. OWNER OF PROPERTY

Name	Donna Punihaole
Street & Number	507 West 14th Avenue
City, State, Zip Code	Spokane, WA 99204
Telephone Number/E-mail	509-279-5650, donnapunihaole@yahoo.com

5. LOCATION OF LEGAL DESCRIPTION

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number	1116 West Broadway
City, State, Zip Code	Spokane, WA 99201
County	Spokane

6. REPRESENTATION OF EXISTING SURVEYS

Title	City of Spokane Historic Landmarks Survey
Date	Federal____ State____ County____ Local
Location of Survey Records	Spokane Historic Preservation Office

7. DESCRIPTION

(continuation sheets attached)

Architectural Classification	**Condition**	**Check One**
	X_excellent	__unaltered
	___good	X_altered
	___fair	
	__deteriorated	**Check One**
	__ruins	X_original site
	__unexposed	___moved & date

8. SPOKANE REGISTER CATEGORIES & STATEMENT OF SIGNIFICANCE

(continuation sheets attached)

Applicable Spokane Register of Historic Places Categories: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:

__A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.

__B Property is associated with the lives of persons significant in our past.

X C Property embodies the distinctive characteristics of a type, period, or method or construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

__D Property has yielded, or is likely to yield, information important in prehistory history.

__E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

9. MAJOR BIBLIOGRAPHICAL REFERENCES

Bibliography is found on one or more continuation sheets.

10. DIGITAL PHOTOS, MAPS, SITE PLANS, ARTICLES, ETC.

Items are found on one or more continuation sheets.

11. GEOGRAPHICAL DATA

Acreage of Property	Less than one acre.
Verbal Boundary Description	South Side Cable Addition, Block 4, Lot 2.
Verbal Boundary Justification	Nominated property includes entire parcel and urban legal description.

12. FORM PREPARED BY

Name and Title	Linda Yeomans, Consultant
Organization	Historic Preservation Planning & Design
Street, City, State, Zip Code	501 West 27th Avenue, Spokane, WA 99203
Telephone Number	509-456-3828
Email Address	lindayeomans@comcast.net
Date Final Nomination Heard	August 21, 2024

13. SIGNATURE(S) OF OWNER(S)

_____

_____

_____

14. FOR OFFICIAL USE ONLY

Date nomination application filed: 7/10/2024

Date of Landmarks Commission Hearing: 8/21/2024

Landmarks Commission decision: Approved

Date of City Council/Board of County Commissioners' hearing: 9/23/2024

City Council/Board of County Commissioners' decision: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.

8/21/2024

Megan Duvall **Date**
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor—City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Attest: Approved as to form:

City Clerk Assistant City Attorney

A 2024 photograph of the Wright House, north facade

SECTION 7: DESCRIPTION OF PROPERTY

Summary Statement

Located in the South Side Cable Addition, a historic residential neighborhood on Spokane, Washington's South Hill, the Wright House was built in 1913 as a one-and-one-half-story Craftsman-style bungalow. The home has a low-pitched hip roof, widely overhanging unenclosed roof eaves, exposed eave rafters, a front-facing cross-gable with decorative braces, and a center front entrance. The dwelling is clad with wood shingles, and is illuminated with original wood-sash multi-paned windows. The home retains its original 1913 interior design with an open and spacious living room/dining room area, four bedrooms, oak hardwood floors, and woodwork made of smooth-grained gumwood aged to a deep honey-colored hue. A single-car garage was built in 1915 behind the house in the southwest rear corner of the property, and compliments the house with its original Craftsman design and materials, low-pitched hip roof, widely overhanging eaves, exposed rafters, and original narrow-width horizontal painted wood clapboard siding. Well-preserved with a high degree of integrity in original location, design, materials, workmanship, and association, the Wright House & Garage are eligible for listing on the Spokane Register of Historic Places.

CURRENT APPEARANCE & CONDITION

Site

The Wright House & Garage were constructed on Lot 2, Block 4 in Spokane's South Side Cable Addition. Lot 2 is 50 feet wide from east to west, and 141 feet deep from north to south. The home's facade faces north to West 14th Avenue. The 1913-built house is

located in the center of the lot while the original 1915-erected garage is located behind the house in the rear southwest corner of the lot. The property is framed by manicured lawn, shrubs, and mature evergreen and deciduous trees. Homes in the South Side Cable Addition were built from 1908 to the late 1960s, and comprise a cohesive residential neighborhood with single-family dwellings that embody a variety of styles, including Tudor Revival, Colonial Revival, Prairie, Craftsman, Spanish Eclectic, and a few Minimal Traditional examples. The neighborhood is roughly bounded by South Wall Street to the west, South Division Street to the east, West 14th Avenue to the north, and West 18th Avenue to the south. The South Side Cable Addition is sited between two historic public parks that were developed in the early 1900s—Cannon Hill Park (design completed by the Olmsted Brothers Landscape Architectural firm) and Manito Park (design influenced by the Olmsted Brothers).

Wright House Exterior—Built in 1913

The Wright House measures 28 feet wide from east to west, and 42 feet deep from north to south. The residence is covered by a low-pitched hip roof with composition roof shingles and widely overhanging, unenclosed exposed roof eaves. A front-facing roof gable constructed along the north-facing slope of the hip roof is located at the east half of the home's north façade. It is clad with painted vertical boards in the gable peak. A front entrance is located in the center of the home's north façade. A small gabled pediment is centered over the front door. A concrete porch with four steps descends to a concrete brick walkway, which leads north to a concrete-paved city sidewalk. Black wrought-iron hand railings are secured to both sides of the concrete porch and steps. West of the center front porch on the north façade of the house is a box bay. From the front of the house, the box bay protrudes outward 12 inches, and measures 8 feet wide. An original large multi-paned tripartite window is located in the bay. All four exterior walls of the house are clad with painted vertical-coursed wood shingles. An original basalt rock basement foundation wall supports the house. The one-story home is illuminated with a variety of original picture, casement, and double-hung multi-paned wood-sash windows.

North Façade

The north façade of the house features a center front door and pediment, a front-facing single-story roof gable east of the front door, wood shingle siding, and a low-pitched, widely overhanging unenclosed hip roof with exposed wood eave rafters. A large multi-paned tripartite window is located in a projecting box bay west of the center front entrance. The tripartite window features a large center fixed pane with a multi-paned transom light. The window's single center pane is flanked by two matching 9/1 double-hung, multi-paned wood-sash windows. East of the door is a single 21/1 double-hung wood-sash window. All windows in the door and on the home's north façade are original 1913 units, and are in excellent well-preserved condition.

East Elevation

The east elevation of the house features a single story supported by a basalt foundation. The first-floor at the east elevation is clad with painted-wood coursed shingles. One original 21/1 double-hung wood-sash window is located next to the south end of the east

elevation. A similar 18/1 double-hung wood-sash window is located at the north end of the east elevation, and an 18/1 double-hung wood-sash window pair is located in the center of the east elevation. A small, tall and narrow 6/1 double-hung closet window flanks the north side of the window pair. The east elevation's low-pitched hip roof supports a low-pitched center hip-roof dormer with an east face that holds three windows. The dormer is clad with original 3-inch-by-5-inch painted wood shingle cladding.

West Elevation
The west elevation of the house at the first floor features a continuation of the home's low-pitched hip roof and widely overhanging unenclosed exposed eaves and roof rafters. The exterior west elevation is clad with painted wood coursed shingles. A center roof dormer with a row of three windows projects from the center of the west roof slope, and matches the dormer on the east roof slope. The exterior wall surface of the dormer is clad with 3-inch-by-5-inch painted wood shingles. A large brick chimney is located just north of center on the west elevation, and rises past the north edge of the roof and dormer. The chimney is tapered with a step design along its north side. Each chimney step is capped with a large cut-basalt stone. Two original matching multi-paned windows flank the chimney. At the first floor, a wide box bay that matches the box bay on the home's north façade, projects from the house next south of the brick chimney. The box bay features a tripartite window like the tripartite window on the home's north façade. All windows on the first floor are protected with original removable wood-sash storm windows.

South Rear Elevation
The south rear elevation of the house shows a continuation of the home's low-pitched hip roof, widely unenclosed overhanging roof eaves, exposed roof rafters, and painted coursed-wood shingle siding. A rear entrance door is located at the southwest corner of the home's rear elevation. The door opens outward to a concrete porch with four steps that descend to a concrete patio. The porch and steps are protected by a black iron railing. A contemporary large wood deck with horizontal wood railings is attached to the rear of the house next east of the concrete porch and porch steps. A large contemporary picture window is located next east of the rear entrance. With a view of the rear deck and the backyard, an original tall, narrow, 5/1 multi-paned wood-sash window is located just east of center at the rear south elevation of the house.

Wright Garage—Built in 1915
Spokane City/County Tax Assessor Field Book Data Sheets list the construction date for the Wright Garage as 1915, two years after the house was built.[1] The single-car garage measures 13 feet wide, 19 feet deep, and rises one story is height. It faces north towards the south rear elevation of the house, and is accessed by a concrete-paved driveway. The garage reveals original materials and Craftsman-style design features that match those of the house, including a shallow-pitched hip roof with widely overhanging unenclosed roof eaves covered with composition roof shingles. The exterior walls of the garage are clad

[1] Spokane City/County Tax Assessor Field Book. Spokane County Courthouse, Spokane, WA.

2024 photograph of Wright Garage

with circa-1915 painted narrow horizontal clapboard siding. A metal overhead garage door at the north façade was installed after 2011, and opens to an unfinished interior with an original concrete foundation floor. The interior floor space of the garage measures 247 square feet.[2]

Wright House Interior

The interior of the Wright House is well-preserved with an intact original interior design, windows, oak flooring, and smooth golden-hued gumwood woodwork. With 1,222 square feet of interior space, the first floor features a living room, dining room, kitchen, three bedrooms, and a bathroom. A 400 square-foot attic is finished with one bedroom and closet. A full concrete and basalt stone basement contains 1,198 square feet, and is unfinished.[3]

The home's center front door opens from the north façade of the house into a first-floor living room. The front door is original and is made of solid gumwood with 12 narrow, divided vertical lights. The living room ceiling is 8 feet in height and the floor is covered with original narrow planks of solid oak hardwood. The woodwork is original and is made of smooth golden-colored gumwood like the front door. Located in the northwest corner of the house, the living room extends from the center front door to the west wall. The north wall in the living room features a large box bay window framed by an arched opening. The

[2] Ibid.
[3] Spokane City/County Tax Assessor. Spokane County Courthouse, Spokane, WA.

bay extends 12 inches outward. An original multi-paned wood-sash tripartite window is located in the center of the box bay. The window has a fixed wood-sash center picture pane with an overhead horizontal transom window of 14 small divided lights. Two tall, narrow 9/1 windows flank the center picture window. A fireplace is centered on the living room's west wall. It is framed with an original gumwood mantel, gumwood pilasters, and a ceramic tile hearth. A field tile fireplace surround finished with select art tiles manufactured by the Claycraft and the Muresque companies frame the firebox.[4] The fireplace is flanked by two original matching multi-paned 1/1 wood-sash windows.

2024 photograph looking north into the living room, and a small bedroom/library behind French doors in the northwest corner of the house

2024 photograph of living room's west wall with fireplace

[4] The Heritage Foundation—Fireplace Tile Indentification. 2014.

2024 photograph looking south into the dining room (kitchen in the background)

2024 photograph of the kitchen, looking northwest through a kitchen pass-through into the dining room

A wide entrance arch leads south from the living room into a formal dining room. A large tripartite window that matches the window in the living room's north-wall box bay is located in the dining room's west-wall box bay. The window has a large center fixed-pane with a horizontal transom of 14 divided lights. The center pane is flanked by two tall, narrow 12/1 wood-sash windows. Dining room woodwork is made of gumwood, the floor is made of solid oak, and the ceiling is 8 feet high. The south wall of the dining room features a wood bracket-supported, arched pass-through that opens into a kitchen. Next west of the south-wall pass-through in the dining room is a solid gumwood door that opens to the kitchen. A second gumwood door in the dining room opens from the room's southeast corner into a center service hallway.

A kitchen is located in the southwest corner of the first floor. It features a Marmoleum floor covering, painted walls, an 8-foot ceiling, and counter space surrounded by upper and lower built-in painted-wood cupboards and cabinets. A wood-sash casement window with divided lights is located above a counter-top sink. An interior door in the northeast corner of the kitchen opens into the interior service hallway. Another interior door on the kitchen's east wall opens to a stairway that leads up to an attic. A paneled exterior door with four upper lights opens from the rear southwest corner of the room to an exterior concrete porch and steps at the exterior south rear elevation of the house.

Solid gumwood French doors with multiple lights open from the east wall of the living room to a small bedroom located in the northeast corner of the house. The bedroom is finished with a continuation of solid gumwood woodwork. A large 21/1 multi-paned wood-sash window is located on the north wall. A narrow door on the room's south wall opens to a closet.

A door in the closet's south wall opens to a center bedroom built on the home's east wall. A window pair with two 20/1 wood-sash window units are centered on the bedroom's east wall. The bedroom's opposite west wall supports a large wall-to-wall built-in linen/wardrobe closet. Unlike the gumwood-finished small bedroom in the northeast corner of the house, the center east wall bedroom is finished with painted woodwork. The bedroom floor is made of a continuation of the home's original hardwood oak flooring.

The east-wall center bedroom opens south to an interior service hall, and a full east-wall bathroom. The 2024-updated bathroom holds new porcelain fixtures, including a bathtub, wash basin, toilet, and ceramic tile-covered walls and floor. The interior service hall continues south to a bedroom located in the rear southeast corner of the house. Two wood-sash windows with multiple lights illuminate the corner bedroom with one window on the east wall and one window on the south wall. All of the woodwork in the east-wall bedroom, southeast corner bedroom, bathroom, linen closet, and the service hallway is painted white enamel.

Looking northeast into the center east wall's bedroom

(the interior doorway pictured in the photograph leads north from the east wall bedroom into a small bedroom in the northwest front corner of the house)

Looking into the rear southeast corner bedroom on the first-floor

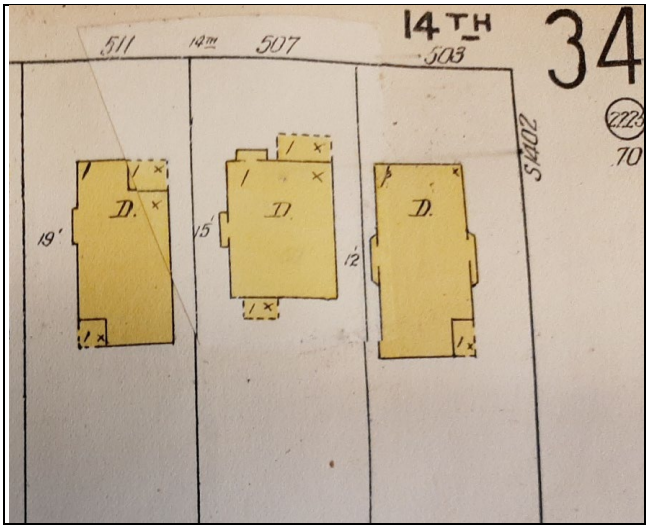
Looking west at the finished attic

An interior door on the kitchen's east wall opens to a stairway that ascends to a finished attic. The attic features one large open room with a sloped ceiling that follows the slope of the home's shallow-pitched hip roof. Two identical tripartite windows with center panes flanked by 1/1 double-hung windows illuminate the west and east walls of the attic.[5] A 5-panel walnut-stained fir door on the attic's north wall opens north to a finished closet. A matching 5-panel door is located on the south wall, and opens to the staircase located between the attic and kitchen. The finished attic includes electrical service, two tripartite windows, painted walls/ceilings, and walnut-stained fir floors and interior doors. A basement is reached by a stairway accessed in the interior servicer hall. The basement is unfinished and includes a large mechanical, storage, and laundry area, and a wine cellar.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

In 1913, the Wright House was designed and built in the Craftsman style as a one-and-one-half-story bungalow with a low-pitched hip roof, widely overhanging unenclosed roof eaves, exposed rafter tails, and a partial-width single-story covered front porch. As shown on the following *1910 Sanborn Fire Insurance Map*, the covered front porch was built on the east half of the dwelling's north-facing façade.[6]

[5] Except for vinyl sash, the windows are exact duplicates of the original windows, which were too damaged to repair.
[6] *1910 Sanborn Fire Insurance Map*. Spokane Central Library, Spokane, WA.



The Wright House, 507 West 14th Avenue, as depicted on a 1910 Sanborn Fire Insurance Map in circa 1913
(map corrected through 1923)

Alterations were made to the house as stated on City of Spokane Department of Public Works building permit #92526, September 14, 1948, which described proposed work to "change porch (make smaller)." The front porch was entirely removed and replaced by a small pediment, which was built in the center of the house over the front door.

2024 photograph of front door pediment at 507 W. 14th Avenue

In addition to removal of the front porch in 1948, the home's roof eaves were shortened and the original exterior narrow-width horizontal wood clapboard cladding was covered with large square coursed-wood shingles.[7] The city of Spokane Department of Public Works building permit stated the cost of the 1948 proposed "alteration" to "change porch, cut down size of eaves, and re-roof" the house to be "$1500."[8] The above-noted alterations were completed in 1948-49.

In 2023-24, a restoration of the home's original Craftsman-style roof design with widely overhanging unenclosed roof eaves and exposed roof rafters was undertaken and completed. The home's roof was recovered with new composition roof shingles, and the exterior of the house was repainted.

Property Modifications [9]

1912 Permit #4224—December 1912—new residence--$3,000—bldg. permit
Permit #1275—December 1912—sewer permit
Permit #3374—Decmeber 1912—water division permit
1929 Swanson Electric Company
1933 Maxwell & Frank—heater motor, James Smyth—oil burner
1937 Heater
1939 Range electric
1948 Permit #92526—November 1948—house alterations—C. M. Joslin
1967 Permit #34,492—July 1967—American Standard furnace—Joseph Floyd
Permit #12404—July 1967—gas line service
1973 Permit #E-4774—January 1973—electrical permit—Joseph Floyd
Permit P-3343—September 1973—plumbing
1977 Permit M-10367—June 1977—fuel damper
1988 Permit #72821—September 1988—side sewer permit—Joseph Floyd
2011-16 Replaced water heater, furnace, air conditioner, gas fireplace insert, kitchen floor, countertops, backsplash, light fixtures, stairway carpet, interior and exterior of house repaired and repainted, original storm windows repaired.
2023-24 Roof eaves restored and repainted to original 1913 design and size with widely overhanging unenclosed eaves supported by exposed roof rafters and brackets, house re-roofed with new composition roof shingle

[7] City of Spokane Building Permit #92526; September 14, 1948.
[8] Ibid.
[9] City of Spokane building permits dated 1912-2024, Spokane City Hall, 3rd Floor.

SECTION 8: STATEMENT OF SIGNIFICANCE

Area of Significance	***Architecture***
Periods of Significance	***1913 and 1915***
Built Date	***1913 house, 1915 garage***
Architect	***Unknown***
Builder/Contractor	***F. E. Martin***

SUMMARY STATEMENT

The Wright House was constructed at 507 West 14th Avenue in the South Side Cable Addition on Spokane's South Hill in 1913. Two years later in 1915, a detached single-car garage was built behind the house. The Wright House & Garage are eligible for listing on the Spokane Register of Historic Places under Category C for architectural significance as fine examples of popular historic bungalow home and garage forms interpreted and finished in the Craftsman style. The property's period of significance is 1913-1915, the time in which the Wright House & Garage were built. The first initial homeowners and couple responsible for building the Wright House & Garage were Fred & Winifred Wright. A registered Spokane patent attorney, Fred Wright purchased residential Lot 2 on Block 4 in Spokane's South Side Cable Addition at 507 West 14th Avenue in 1909. He then hired Spokane home builder, F. E. Martin, to construct a single-family home. Construction of the house was completed in 1913 for $3000, and was home to the Wright family for more than 7 years. The property was sold in 1920.

HISTORIC CONTEXT

South Side Cable Addition

Before the recording of its final platting on March 1891, the South Side Cable Addition—sometimes called the "Manito Plateau" on Spokane's South Hill, was populated with rocky ridges and basalt outcroppings, wild shrubs/grasses, trees, and small animals before the onset of people, roads, and houses.[10] Although development of the area was very slow due to a nationwide economic depression in the 1890s, the early 1900s witnessed an end to the depression with reinvigorated construction. In 1906-1908, successful Spokane real estate developers Harl Cook, Jay P. Graves, Arthur D. Jones, and William Kiernan turned their eyes to the Manito Plateau and began investing hundreds of thousands of dollars towards developing the land for domestic residential use. Water and sewer lines were laid, electric service was installed, street trees were planted, sidewalks were paved, and roads were graded. From designs created for Spokane by the nationally famous Olmsted Brothers Landscape Architecture firm, the city developed a system of public parks, boulevards, and green spaces especially in residential areas. These included Cliff Park, Cannon Hill Park, Manito Park, West 21st Avenue Boulevard, and South Manito Boulevard (boulevards were also known as parkways). Elementary schools and churches were erected, and electric street car lines were installed, traversing the neighborhoods and efficiently connecting residential suburbs on the Manito Plateau to downtown Spokane. Jay P. Graves developed

[10] Spokane County Courthouse, Spokane, WA.

the Rockwood Neighborhood (listed as a National Register Historic District in 1997), and the neighborhood around Manito Park. Arthur Jones developed the area around Cannon Hill Park, Harl Cook developed the Cliff Park neighborhood, and William H. Kiernan developed the South Side Cable Addition, which lies between Cannon Hill Park and Manito Park.

The South Side Cable Addition is roughly bounded by West 14th Avenue to the north, Cannon Hill Park and Manito Park to the south, South Wall Street to the west, and South Division Street to the east. Most of the addition was owned by William Kiernan and his development and real estate businesses known as the Western Trust & Investment Company and the Kiernan Land Company. Kiernan's land company created and enacted early land-use controls while his Western Trust & Investment Company marketed land parcels to potential buyers for residential development.

To promote appropriate architectural continuity, housing quality, and prescribed land use, the Kiernan Land Company created and penned early land-use controls, called "covenants."[11] Kiernan's land-use covenants "ran with the land" as directed in warranty deeds, and held the following restrictions:

1. *All residences constructed must cost at least $2500 (a 1908 value),*
2. *All residence construction must be of a "modern style of architecture,"*
3. *No outhouses or barns allowed or used as residence dwellings,*
4. *No building erected and used for business purposes of any kind.*[12]

The covenants proved to be positive for the development of the South Side Cable Addition, especially as a variety of architects, builders, and craftsmen erected single-family homes in a variety of styles and sizes. Today, the neighborhood holds prominence as a well-designed and well-preserved community.

William Kiernan placed advertisements in the Spokane *Spokesman-Review* newspaper, including the following in 1910:

More Business and Professional Men Have Bought Lots in
SOUTH SIDE CABLE ADDITION
than in Any Other Addition in the City.
Businessmen and professional men are discriminating buyers.
An addition must have the attractive features, must be on sale at right prices,
and must be improved with substantial improvements, or such will not buy.
The Western Trust & Investment Company.[13]

Such tantalizing advertisements and the area's natural amenities with planned infrastructure beckoned bankers and businessmen, lawyers and lumbermen, merchants and

[11] Spokane County public records. Spokane County Courthouse, Spokane, WA.
[12] Ibid.
[13] *Spokesman-Review, 26 June 1910.*

miners, and others who eventually purchased lots in the South Side Cable Addition and surrounding neighborhoods on the Manito Plateau. Local architects and builders designed and built homes for new property owners with forms and styles that ranged from large and small bungalows and boxy foursquares to a variety of architectural styles, including Colonial Revival, Tudor, Mission, Prairie, Spanish Eclectic, Italian Renaissance, Craftsman, and Minimal Traditional.

Fred & Winifred Wright--First Homeowners of the Property, 1909-1920

In 1909, Fred R. Wright purchased Lot 2, Block 4 in the South Side Cable Addition at Spokane street address 507 West 14th Avenue, two blocks south of Cliff Park on Spokane's South Hill. Three years later in August 1912, Fred married Winifred Northrop. They commissioned Spokane building contractor F. E. Martin to construct a one-story, single-family, Craftsman-style bungalow for them. Dated December 3, 1912 by the Spokane Department of Public Works, a Spokane building permit was approved for construction with an estimated value of $3000 to build the house.[14] The home was erected and city sewer applications, water inspections, and permits for necessary fixtures ensued as the Wright family prepared to move into their new home in 1913. In 1915, they built a one-car garage similar in design to the house in the rear southwest corner of the property.

Fred Wright worked in Spokane as a registered patent attorney, and later expanded his legal opportunities to include real estate and insurance.[15] He grew his law practice in different buildings at different times in downtown Spokane with offices in the Eagle Block, Hyde Block, and the Peyton Block, where his business was known as "Wright & Company." In 1913 and 1915, Fred & "Winnie" were blessed with two children, Winston and Eileen.[16] In 1915, the following advertisement was issued in the "help needed" section of the *Spokesman-Review* newspaper:

WANTED: GIRL TO ASSIST WITH HOUSEWORK
For room and board. West 507-14th Avenue, Phone Riverside 1918L

As their family grew, Charles & Winifred Wright purchased and moved to a larger residence in 1920 and sold their home at 507 West 14th Avenue.

Subsequent Homeowners, 1920-1952

In 1920, Charles & Cora Chase purchased the house and property at West 14th Avenue. Charles worked as a credit manager for the International Harvester Company in Spokane, and was promoted to the company's Spokane office manager in the 1930s.

Charles & Jennie Joslin purchased the property in 1939. Charles Joslin worked as a road and highway contractor. In 1948, their son, C. Morten Joslin, an engineer and chief supervisor for C. W. Joslin & Sons Highway Construction Company in Spokane, bought

[14] City of Spokane City Hall, building permit #4224, 3 December 1912.
[15] *Spokesman-Review,* "Patent Lawyers." 12 June 1913.
[16] *Spokesman-Review,* "City and County Records Births." 10 June 1913. *Spokane Daily Chronicle,* 12 February 1914. *Spokesman-Review,* "City and County Births." 21 March 1915.

the Wright House & Garage along with his wife, Margaret Joslin. They applied for a building permit from the City of Spokane in September 1948 to make alterations to the house. "$1500" was the value listed to complete the following work ascribed by the City of Spokane: "change porch (make smaller), cut down size of eaves, and re-roof" the house.[17] The alterations were made, and the work was approved by the City of Spokane.[18]

Joseph & Mary Jane Floyd, property homeowners, 1983-1991

In 1952, the Joslin family sold their house on West 14th Avenue to Palouse ranchers, Walter & Mary Stelzer. Although the Stelzers resided in the St. John, Washington area, they bought the West 14th Avenue house in Spokane as a "city home" to be shared with their large family. Their daughter, Mary Jane Stelzer, married Joseph Floyd, and together, the Floyds purchased the Spokane house. Joseph Floyd worked different jobs at different times as a shop man and welder for Miller & Poston Manufacturing in Spokane, and for the Anderson & Miller Company and later, Alumax Welding.

Norman & Claudia Havercroft purchased the Wright House & Garage for $58,000 in October 1991. Bernard & Mary Milligan bought the property in 1994 for $105,900. Four years later in 2000, they sold the house for $115,000 to Lorelei Randazzo. Gary & Stacy Gonzales bought the property in 2005 for $187,900.

Donna Punihaole, current property owner, 2011-2024

Donna Punihaole purchased the Wright House & Garage on April 15, 2011 for $202,000. Donna was born in Los Angeles, California, joined the United States Army in 1985, was stationed for many years in Hanau, Germany, and developed a keen interest and appreciation for the historic architecture she enjoyed while in Germany and Europe. Donna retired in 2012 to Spokane, Washington, and purchased the Wright House. She noticed alterations made to the home, which are listed on a 1948 Spokane building permit, and began planning to restore the property to its original design.[19] In 2023-25 Donna hired a professional contractor, who reroofed and restored the home's original hip roof with 3-foot-deep unenclosed eaves and exposed eave rafters.[20]

ARCHITECTURAL SIGNIFICANCE

Category C

Craftsman Style and Bungalow Form

The Arts & Crafts Movement began in England around 1850, and became popular when "Gustav Stickley made it the title of his magazine, *The Craftsman,* which he published between 1901 and 1916."[21] The term "Craftsman style" was used to describe home design with low-slung nearly ground-hugging roofs, simple square-cut generous-sized woodwork, multi-paned windows, open home interiors, built-in furniture/storage units, decorative arts,

[17] City of Spokane building permit, Department of Public Works, #92526, 14 September 1948.
[18] The 1948-alterations to the original roof were reversed in 2023-24, culminating in a total roof rehabilitation with a new roof the matches the size and design of the original 1913 roof.
[19] Ibid.
[20] *Authentic Restoration Services.* Brian Westmoreland. Spokane, WA. 509-270-7030.
[21] Duchscherer, Paul, 1995.

and a more relaxed way of life. Described as a "one with nature" life style, the Craftsman aesthetic espoused "natural" building materials such as wood shingles, indigenous stone or river rock, smooth brick and textured clinker brick, stucco, wrought iron, and leaded and beveled glass. Horizontal orientation was accentuated instead of the vertical lines so popular in former Queen Anne-style homes of the late 1800s.

Beginning in 1900, a one or one-and-one-half-story house form with a low-pitched roof and partial or full covered front porch became popular as it replaced anything and everything tall and "Victorian" from the Queen Anne period of the late 1800s. The Wright House & Garage well-illustrate the Craftsman style, which was used to clad and embellish bungalow house and garage forms that were popular throughout the United States from about 1900 to 1930. Common features of the bungalow house form and the Craftsman style include a one-story or one-and-one-half-story dwelling covered with a medium-to-low-pitched front gable roof with wide unenclosed eave overhangs, exposed roof rafters, and decorative beams, braces and brackets.[22] Porches are partial or full-width and are supported by square or tapered porch piers, posts, pillars or columns. Covered porches are expansive and sometimes support large areas that are used as "outdoor living rooms." Enclosed porch walls are common. A combination of two, three or four siding materials and styles are found, including narrow-width clapboard siding, shingle siding, stucco and brick or stone, or both. Tudor Revival and/or Swiss Chalet style influence is sometimes seen with the addition of decorative false half-timbering and stucco infill in gable peaks and gable fields. Exterior walls may be flared at the lower edge of the wall (mimicking a low-slung look). Multi-colored textured clinker brick (oftentimes with cobbles and pieces of basalt rock) is found on mostly landmark examples. Windows are double-hung designs, and sometimes feature multi-paned lights in various designs and materials in stationary upper sashes (wood or leaded with stained glass lights). Interiors are commonly open and spacious with built-in furniture, including window seats, bookcases, buffets/hutches, drop-leaf desks, telephone niches, linen closets, breakfast room tables/bench seats, and fireplace mantels and surrounds. Built-in furniture, wood floors, and woodwork are made of selected oak, fir, and maple, and are finished in ebony-hues or golden honey-hues handrubbed to deep, rich patinas—espousing the idea of "hand-crafted woodwork" in hand-crafted houses.

The Wright House & Garage well-depict the bungalow form and the Craftsman style through the following characteristics:

- 1913 (house) and 1915 (garage) built dates correspond to the bungalow form's reign of popularity and the Craftsman style's period of construction in 1900-1930
- One-and-one-half-story house and one-story garage
- Low-slung hip roof
- Protruding low-pitched façade porch gable
- Widely overhanging unenclosed roof eaves
- Exposed rafters

[22] McAlester, Lee & Virginia, 1989.

- Roof brackets
- Wide bargeboards
- Wood shingle cladding on house
- Narrow horizontal wood cladding on garage
- Unusual brick-and-basalt rock-stepped exterior chimney
- Spacious, open interior floorplan
- Solid oak hardwood floors
- Honey-hued solid gumwood woodwork and fireplace mantel
- Original gumwood multi-paned windows
- Original multi-paned gumwood interior French doors
- Original 1913 multi-paned oak front door with original lights
- Original walnut-stained fir doors and woodwork in attic
- Box bays, located at the north façade and west elevation of the house, support original multi-paned gumwood windows

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"Patent Lawyers—Fred R. Wright, Registered Patent Attorney." *Spokesman-Review,* 12 June 1913.
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"Rosalia Contract to Spokane Man—F. E. Martin to Build New City Structure in Inland Center," *Spokane Daily Chronicle,* 26 September 1912.
"Show Town Police Chief Has Measles." *Spokesman-Review,* 9 May 1958.
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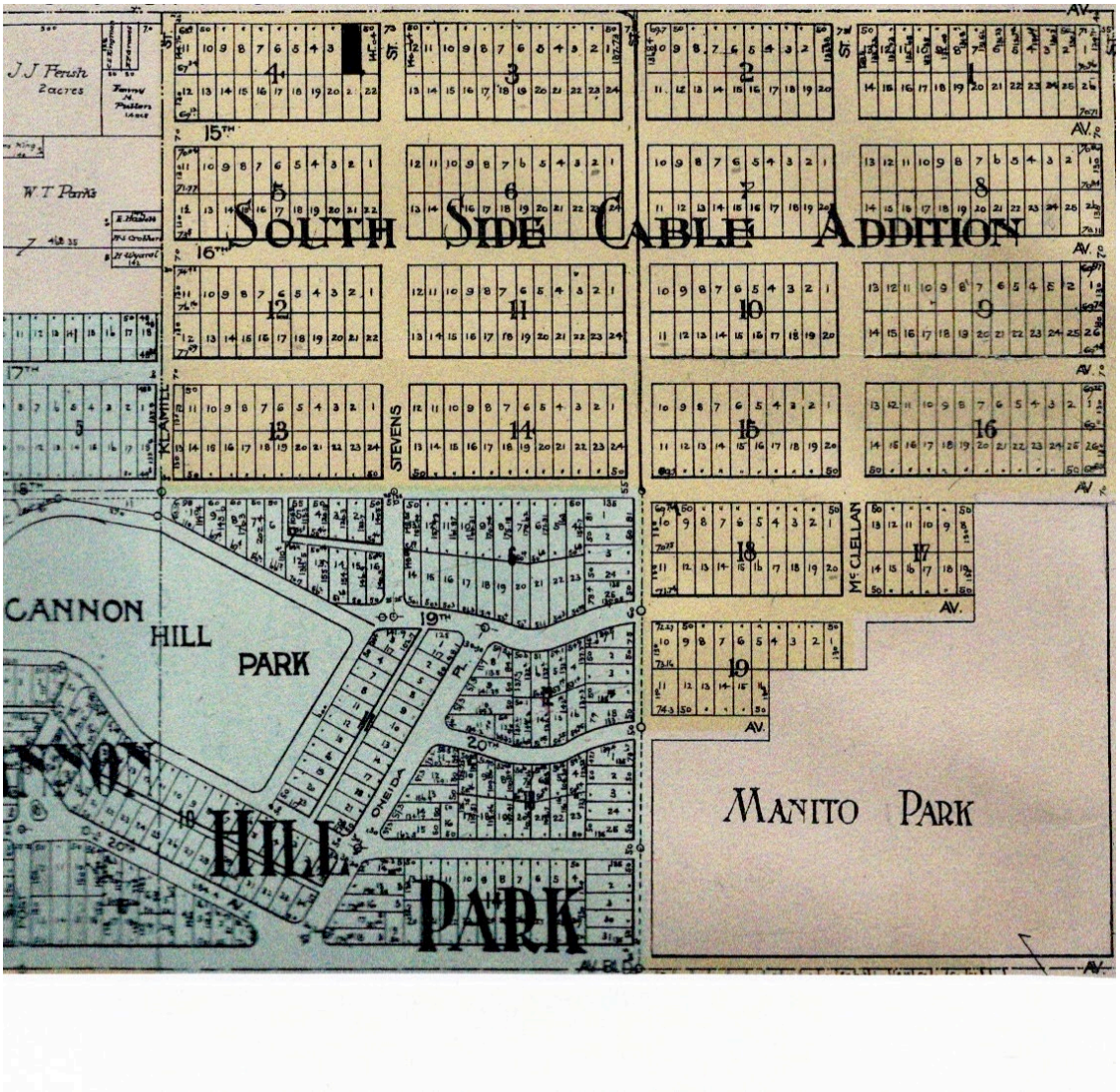
"Walter Stelzer." *Spokesman-Review,* two notices: 6 May 1995 and 7 May 1995.

north



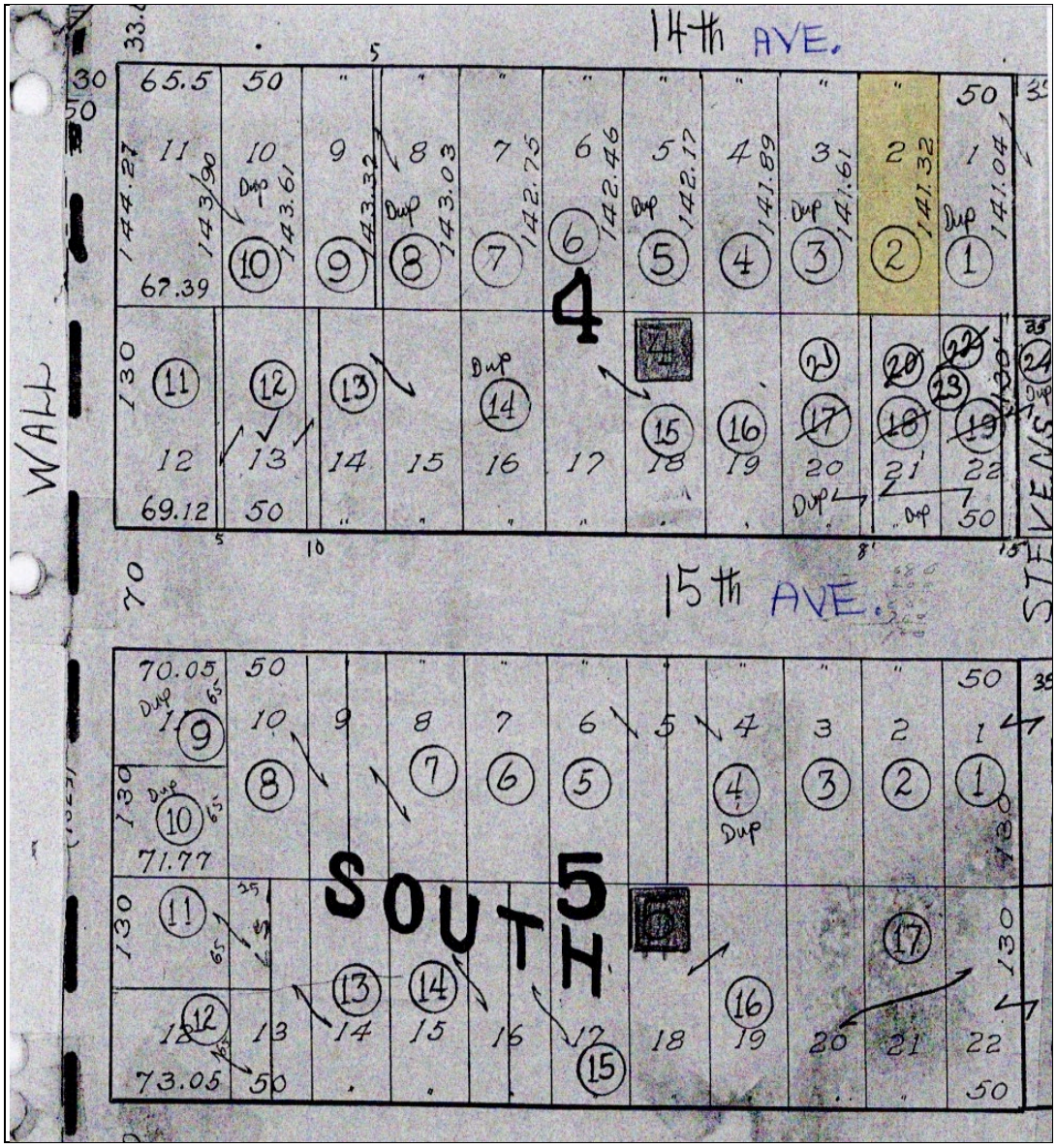
1912 George A. Ogle Map
of the

SOUTH SIDE CABLE ADDITION

Wright House
507 West 14th Avenue, Spokane, WA 99203

The plat map shows the South Side Cable Addition's Block 4, Lot 2 colored with black ink infill

north

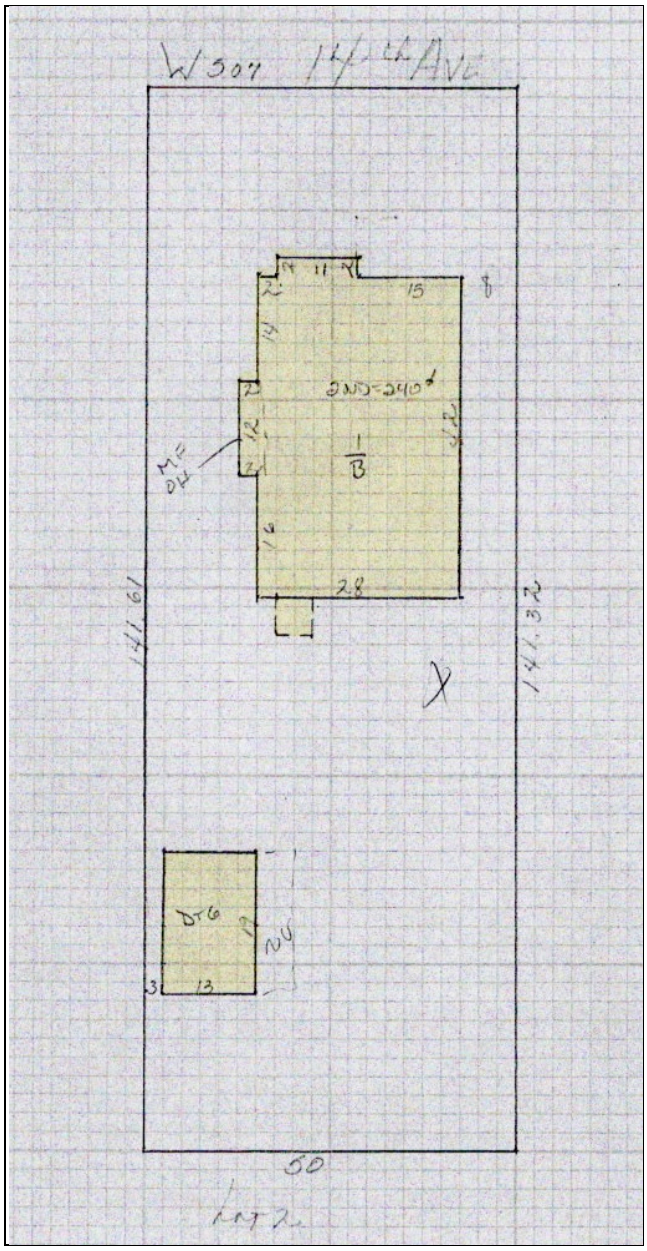


SPOKANE COUNTY PLAT MAP

Wright House
507 West 14th Avenue

South Side Addition, Lot 2, Block 4 is indicated with yellow ink

north

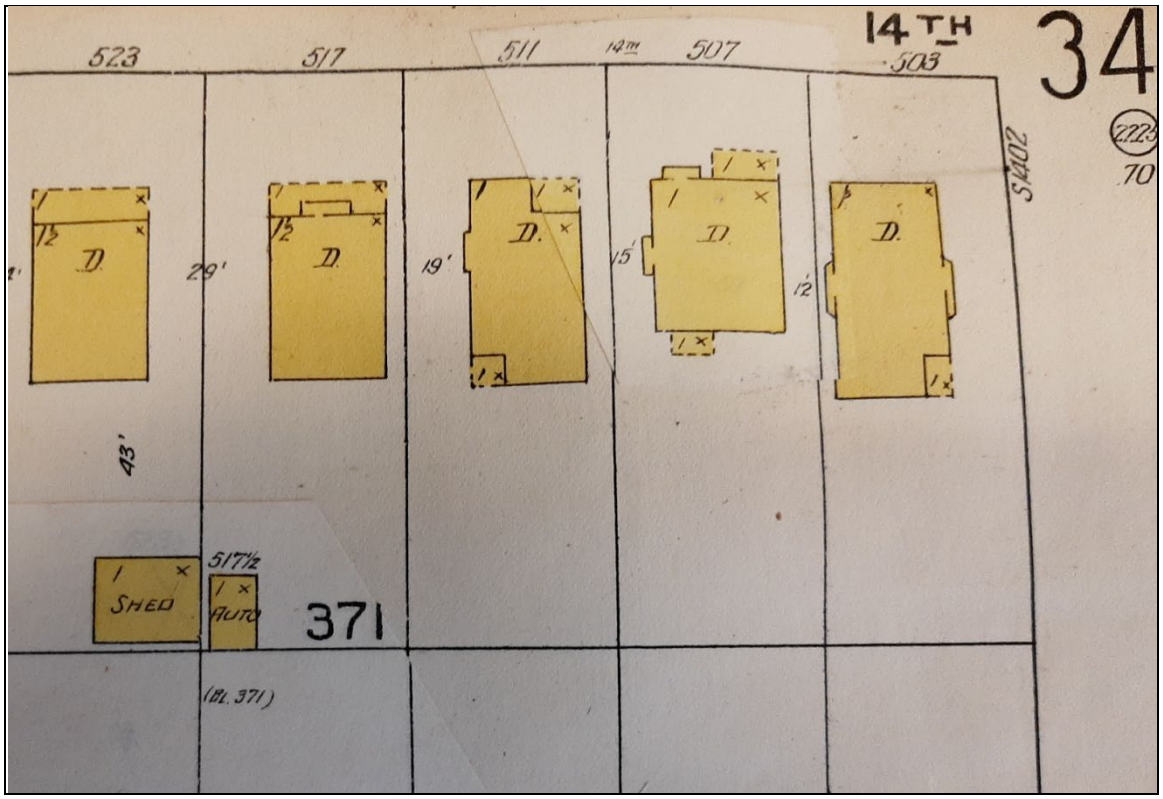


1950 SITE PLAN

Wright House—507 West 14th Avenue

Notice the original 1913 front porch, which was built on the north façade of the house, is missing.
This site plan was drawn in 1949, after the porch was removed.

north



1910
(corrected in 1924)
SANBORN FIRE INSURANCE MAP

Wright House
507 West 14th Avenue

1) *A footprint drawing of the Wright House at 507 W. 14th Avenue is shown on the above-printed Sanborn Fire Insurance Map.*
2) *The number "1" is printed on the map at the northeast corner of the house, and on both the front and back porches. The "1" indicates the house and porches were one-story in height (when this map was drawn, the attic and basement in the Wright House were completely unfinished).*
3) *The large capital "D" in the center of the house drawing indicates a "dwelling."*
4) *The home's original covered north front porch was removed and replaced in 1948-1949 with a center front gabled pediment over the home's original front door.*

Photo 1
A 2024 photograph, looking south at the north facade of the Wright House

Photo 2
A 2024 photograph of the north facade of the Wright House

Photo 3
A 2024 photograph of the east elevation of the house, looking north

Photo 4
2024 photo of west elevation of house, looking north

Photo 5
2024 photo of south rear elevation of house and attached wood deck

Photo 6
2024 photo of c. 1915 garage, looking southwest behind house

Photo 7
2024 photo of garage's eaves at south façade and west elevation

Photo 8
2024 photo of living room, looking north

Photo 9
2024 photo of living room, looking west

Photo 10
2024 photo, looking southwest into dining room from living room

Photo 11
2024 photo of small bedroom/library in the northeast corner of house, looking east

Photo 12
2024 photo of east wall bedroom, looking northeast

Photo 13
2024 photo of southeast master bedroom, looking southeast

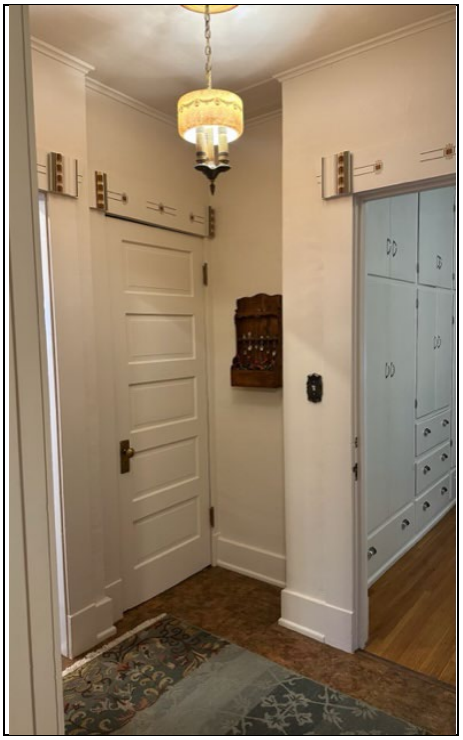


Photo 14
2024 photo looking northeast at interior service hall on first floor

Photo 15
2024 photo of kitchen, looking west

Photo 16
2024 photo of kitchen, looking northwest

Photo 17
2024 photograph of original vinyl that covered the kitchen floor in 1913

Photo 18
2024 photograph of finished attic space, looking west at windows
(notice open doorway that leads down a staircase to kitchen)

Photo 19
2024 photograph of unfinished basement

Photo 20
2024 photograph of basement wine storage

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/16/2024

Committee Agenda type: Consent

Council Meeting Date: 09/30/2024

Date Rec'd	9/4/2024
Clerk's File #	RES 2024-0091
Cross Ref #	OPR 2024-0829
Project #	

Submitting Dept	WASTEWATER MANAGEMENT	**Bid #**	
Contact Name/Phone	RAYLENE 7909	**Requisition #**	VALUE BLANKET
Contact E-Mail	RGENNETT@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Agenda Item Name	4320-RPWRF- RESOLUTION WITH COLUMBIA ELECTRIC		

Agenda Wording

Consent for five-year resolution for Rockwell Automation/Allen Bradley products with Columbia Electric Supply, Spokane WA. Term is scheduled to begin on Oct. 1, 2024 and terminate on Sept. 30, 2029.$2,500,000.00 Annually used by multiple departments.

Summary (Background)

A five-year sole source resolution for Rockwell Automation/Allen-Bradley hardware, software, support services and training with Columbia Electric Supply as the sole authorized distributor is requested to support the procurement of these products for various public works departments.These products are used largely in service to the City's SCADA system and multiple individual departmental Sole sources have been processed in the past.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	**$** $2,500,000.00
Current Year Cost	**$** varies
Subsequent Year(s) Cost	**$** varies

Narrative

Value blanket should be set up for $2,000,000.00 and service contract for $500,000.00. This is for multi-department use over five years with various budget codes.

Amount		**Budget Account**
Expense	**$** 2,500,000.00	**#** Multi
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Centralizing this Sole Source will facilitate easier monitoring for compliance and negotiating purposes and cut down on duplicated staffing efforts. • Master contract for Services and training $500,000.00 • Value Blanket for Software & Hardware $2,000,000.00

Approvals		Additional Approvals	
Dept Head	ARRINGTON, KYLE	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	JONES, GARRETT		

Distribution List

Daniel Wilbanks dwilbanks@ces-isn.com	hbarnhart@spokanecity.org
kkeck@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	tlester@spokanecity.org
rpwrfaccounting@spokanecity.org	

Committee Briefing Paper
Public Infrastructure, Environment & Sustainability Committee

Committee Date	16th September 2024
Submitting Department	Wastewater management/RPWRF
Contact Name	Raylene Gennett
Contact Email & Phone	rgennett@spokanecity.org, x7909
Council Sponsor(s)	
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Sole Source Resolution for Rockwell Automation/Allen Bradley Products With Columbia Electric Supply
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	A five-year sole source for Rockwell Automation/Allen-Bradley hardware, software, support services and training with Columbia Electric Supply as the sole authorized distributor is requested to support the procurement of these products for various public works departments. These products are used largely in service to the City's SCADA system and multiple individual departmental Sole sources have been processed in the past. Centralizing this Sole Source will facilitate easier monitoring for compliance and negotiating purposes and cut down on duplicated staffing efforts. • Master contract for Services and training $500,000.00 • Value Blanket for Software & Hardware $2,000,000.00

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: 2,500,000.00 Annually

Current year cost:

Subsequent year(s) cost: $2,500,000.00

Narrative: Multi-department use

Funding Source ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Program revenue

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

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

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

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

- What impacts would the proposal have on historically excluded communities?
  Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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

License Information:

New search Back to results

Entity name: CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

Business name: COLUMBIA ELECTRIC SUPPLY #8185

Entity type: Profit Corporation

UBI #: 602-092-382

Business ID: 001

Location ID: 0031

Location: Active

Location address: 5818 E BROADWAY AVE
SPOKANE VALLEY WA 99212-0925

Mailing address: 1920 WESTRIDGE DR
IRVING TX 75038-2901

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
Spokane General Business - Non-Resident	T12008014BUS			Active	Jan-31-2025	Oct-15-2012
Spokane Valley General Business				Active	Jan-31-2025	Nov-28-2017

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

Governing people	Title
BRADFORD, DAVID	
LASHER, KURT	
VERBECK, DAVID	

Registered Trade Names

Filter

Registered trade names	Status	First issued
ALL-PHASE ELECTRIC SUPPLY	Active	Jan-22-2001
CED AUTOMATION TECH LEARNING CNTR	Active	Jul-18-2003
CED GREENTECH	Active	Nov-09-2021
CED GREENTECH BELLINGHAM	Active	Jul-06-2020
CED GREENTECH SEATTLE	Active	Aug-24-2017
CED GREENTECH SPOKANE	Active	Oct-31-2019
CED SOUTH	Active	Jul-18-2003

Registered trade names	Status	First issued
COLUMBIA ELECTRIC SUPPLY	Active	Jan-22-2001
GREENTECH RENEWABLES	Active	Jun-15-2022
GREENTECH RENEWALBLES	Active	Dec-08-2023
INLAND ELECTRICAL SUPPLY	Active	Jan-22-2001
STUSSER ELECTRIC	Active	Jul-18-2003
STUSSER ELECTRIC COMPANY	Active	Jan-22-2001

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/11/2024 11:40:28 AM

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How are we doing?
Take our survey!

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

CERTIFICATE OF LIABILITY INSURANCE

11/1/2024

DATE (MM/DD/YYYY): 9/9/2024

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

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

PRODUCER
Lockton Insurance Brokers, LLC
777 S. Figueroa Street, 52nd Fl.
CA License #0B99399
Los Angeles CA 90017
(213) 689-0065

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : The Travelers Indemnity Company	25658
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1327136
Consolidated Electrical Distributors, Inc PC 8185
dba COLUMBIA ELECTRIC SUPPLY
5818 E. Broadway
Spokane Valley WA 99212

COVERAGES **CERTIFICATE NUMBER:** 20923114 **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 X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	TC2JGLSA-4252B431-23	11/1/2023	11/1/2024	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 $ 1,000,000 $ Excluded $ 2,000,000 $ 8,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-4252B443-TIL-23	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	CUP-7T915732-23-NF	11/1/2023	11/1/2024	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000 $ XXXXXXX
A B B	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	N	UB-0R372280-23-51-K UB-0R294586-23-51-R (AZ/MA/WI)	11/1/2023 11/1/2023	11/1/2024 11/1/2024	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance as respects operations of the Named Insured. RE: City of Spokane its officers and employees is/are an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s) or policy language.

CERTIFICATE HOLDER

20923114
City of Spokane
808 W. Spokane Falls Blvd.
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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City of Spokane

808 W. Spokane Falls Blvd.

Spokane, WA 99201

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to **paperless delivery** of Certificates of Insurance, thus, this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **20923114**.

- Email: PacificeDelivery@lockton.com
- Phone: (213) 689-2300

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox and phone number below are for automating electronic delivery of certificates only. Please do NOT send future certificate requests to the above inbox or call into the number below.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Insurance Brokers, LLC - Pacific Series

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (Excludes Products-Completed Operations)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITYCOVERAGE PART

PROVISIONS

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

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or changeorders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard".

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the

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investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV –** Commercial General Liability Conditions.

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POLICY NUMBER: TC2JGLSA-4252B431-23
ISSUE DATE: 11/1/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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SOLE-SOURCE RESOLUTION

A RESOLUTION declaring Rockwell Automation/Allen Bradley and associated software/hardware, support services and training as a sole source and thus authorizing its purchase from Columbia Electric Supply (Spokane, WA) for a five (5) year period without public bidding.

WHEREAS, Rockwell Automation/Allen Bradley products are proprietary and already in use at the Water & Hydroelectric Department, Wastewater Maintenance Department, Riverside Park Water Reclamation Facility and Waste to Energy Facility; and

WHEREAS, as these products are proprietary, use of another manufacturer's product would at best result in questionable data and at worst require replacement of all existing inventory and extensive staff training; and

WHEREAS, The departments have investigated other manufacturer brands electrical, PLC and variable speed drive systems over a five (5) year period and Rockwell Automation/Allen Bradley is the sole provider of these patented systems that are compatible with existing equipment, inventory and process communication systems; and

WHEREAS, The Departments can minimize spare equipment inventory and reduce inventory costs by utilizing one manufacturer and local distributor inventory; and

WHEREAS, Any problems with the equipment and the software have historically been resolved with exceptional assistance of the vendor's local customer support group and the local distributor's excellent local training opportunities in their training center; and

WHEREAS, Each department has been sole sourcing these products at the department level. By centralizing this sole source, Purchasing should have increased visibility to the full volume of citywide procurement, which should facilitate a better negotiating position for department purchases; and

WHEREAS, the departments anticipate the purchase of miscellaneous hardware/software, support services and training to be an estimated annual expense which exceeds the 2024 public bid threshold.;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the purchase of the Rockwell Automation/Allen Bradley hardware/software and support a sole-source purchase through Consolidated Electric Supply.; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) year value blanket order and any associated contracts for the purchase of Rockwell Automation/Allen Bradley products/services, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

City Clerk's No. OPR 2024-0829

City of Spokane

PERSONAL SERVICES AGREEMENT

Title: SUPPORT SERVICES AND TRAINING

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COLUMBIA ELECTRIC SUPPLY**, whose address is 5818 East Broadway Avenue, Spokane Valley, Washington 99212 as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide Support Services and Training for Rockwell Automation/Allen Bradley products in use at the Water & Hydroelectric Department, Wastewater Maintenance Department, Riverside Park Water Reclamation Facility and Waste to Energy Facility; and

WHEREAS, the Company has been deemed a Sole Source Provider.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on October 2, 2024, and shall run through October 1, 2029, 2024, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.
The Company 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 Company is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Company's control.

3. SCOPE OF WORK.
On an as needed basis as requested by City, Company will provide both standard and/or custom training and/or services to City for the Rockwell Automation/Allen Bradley equipment depending on the nature and scope of City's request. 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 Company 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 Company's progress.

4. COMPENSATION / PAYMENT.

Total annual compensation for Company's services under this as-needed Agreement shall not exceed **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00**), plus applicable tax, per year, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to for payment to the requesting department. 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. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

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 Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

Subcontractor: Subcontractor expenses will be reimbursed at the actual cost incurred and may not include a markup. Copies of all Subcontractor invoices that are rebilled to the City are required.

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 Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

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

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and

the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

11. AUDIT.
The Company 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 Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

12. KEY PERSONS.
The Company shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Company 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 Company's employment, the Company 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 Company from its obligations under this Agreement.

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

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 Company for all work previously authorized and performed prior to the termination date.

15. STANDARD OF PERFORMANCE.
The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

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 Company shall be safeguarded by the Company. The Company shall make such data,

documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

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

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 Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.

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

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

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

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

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the 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.

COLUMBIA ELECTRIC SUPPLY

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding debarment

24-172

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)

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/09/2024

Committee Agenda type: Discussion

Council Meeting Date: 09/23/2024

Date Rec'd	8/29/2024
Clerk's File #	ORD C36575
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	ADAM X6779
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	KKLITZKE PDILLON
Agenda Item Name	0520 - ORDINANCE RE PRESERVATION OF SALVAGEABLE MATERIALS

Agenda Wording

Ordinance creating a new chapter 15.06 to SMC and requiring the preservation of salvageable materials from historic properties during demolition or deconstruction.

Summary (Background)

Under this ordinance, structures listed on the Spokane Register of Historic Place and structures that are aged 50 years or older and eligible for historic designation will be required to maximize the preservation and reuse of salvageable materials when the property owner seeks to demolish the building. The Historic Preservation Office is charged with implementing this policy and supporting property owners and applicants with guidance on preserving salvageable materials.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Narrative

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

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	JONES, GARRETT		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List

ORDINANCE NO C36575

An ordinance regarding the preservation of salvageable material; amending section 08.02.031 of the Spokane Municipal Code; adopting a new chapter 15.06 to Title 15 of the Spokane Municipal Code.

WHEREAS, historic preservation programs result in measurable economic development and community revitalization; and

WHEREAS, it is a priority of the City of Spokane to preserve and protect Spokane's historic districts, sites, structures, and objects; and

WHEREAS, the City of Spokane Comprehensive Plan policy DP 3.12 calls for the City to "Encourage the deconstruction and reuse of historic materials and features when historic buildings are demolished"; and

WHEREAS, the implementation of a deconstruction and preservation of salvageable materials policy will ensure that reuseable materials from historical structures are preserved; and

WHEREAS, the City of Spokane Comprehensive Plan Policy CFU 5.5 calls for the City to "provide integrated, efficient, and economical solid waste management services in a manner that encourages and promotes waste reductions and recycling and minimizes environmental and public health impacts."

WHEREAS, Mayor Brown's Transition Team recommended that Mayor Brown should look to accelerate waste reduction efforts.

WHEREAS, the implementation of a deconstruction and preservation of salvageable materials policy will divert demolition from the waste stream and will reduce exposure and the release of toxic particulates into the air and environment.

WHEREAS, the City of Spokane Sustainability Action Plan Strategy 3 calls for the City to "promote, support, and incentivize a circular economy"; and

WHEREAS, the deconstruction and preservation of salvageable materials can create employment and economic opportunities in recycling industries and provide additional business opportunities; and

WHEREAS, SMC 15.05.020 calls for the City to reduce greenhouse gas emissions created within its boundaries; and

WHEREAS, the deconstruction and preservation of salvageable materials reduces greenhouse gas emissions by keeping the materials out of landfills.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new chapter 15.06 to Title 15 of the Spokane Municipal Code to read as follows:

Chapter 15.060 Preservation of Salvageable Materials
15.06.010 Purpose and Findings
15.06.020 Definitions
15.06.030 Deconstruction Requirements
15.06.040 Salvageable Materials
15.06.050 Authority of Historic Preservation Office
15.06.060 Compliance
15.06.070 Exemptions

15.06.010 Purpose and Findings

It is a priority of the City of Spokane to reduce waste by promoting, supporting, and incentivizing a circular economy. The City finds that the adoption of a policy requiring the deconstruction of certain structures can maximize the reuse of valuable building materials and reduce emissions associated with the demolition and disposal of building materials.

15.06.020 Definitions

A. "Deconstruction" means the systematic dismantling of a structure, typically in the opposite order it was constructed, in order to maximize the salvage of materials for reuse, in preference over salvaging materials for recycling, energy recovery, sending the materials to a landfill or the City's Waste-to-Energy Facility.

B. "Demolition" means the complete or partial removal of a structure from a site.

C. "Period of Deconstruction" means the period beginning on the date the City issues a demolition permit with deconstruction requirements and ending on the date the City's Historic Preservation Office approves the Post-Deconstruction Form.

D. "Post-Deconstruction Form" means an inventory of materials salvaged for reuse or for donation, as well as materials disposed of by landfill or through the Waste-to-Energy Facility, completed after the deconstruction is complete.

E. "Pre-Deconstruction Form" means a salvage plan which includes an inventory of materials to be salvaged for reuse or donation as part of a demolition permit requiring deconstruction.

F. "Recycling" means the processing of waste materials into new products or material feedstock for products.

G. “Reuse” means the utilization of a product or material that was previously installed for the same or similar function to extend its life cycle. Materials salvageable for reuse include but are not limited to cabinets, doors, hardware, fixtures, flooring, siding, windows, and framing lumber.

H. “Structure” means any building meeting the qualifications of SMC 15.06.030A.

15.06.030 Deconstruction Requirements

A. The deconstruction requirements of this chapter apply to demolition permit applications under SMC 17G.010.100 for structures that have been designated as historic subject to the demolition provisions of SMC 17D.100.230 and structures built 50 years ago or earlier that are eligible for listing on the Spokane Register of Historic Places as determined by the Historic Preservation Office.

B. A property owner or applicant requesting demolition of a structure subject to this chapter shall submit to the Historic Preservation Office a completed Pre-Deconstruction Form listing the targeted salvageable materials and final destinations of the salvaged material along with the required permit and application fees as enumerated in SMC Section 08.02.

C. The Historic Preservation Office shall conduct a site visit and approve the Pre-Deconstruction Form before deconstruction can begin.

D. Upon consent of the property owner or applicant, the Historic Preservation Officer or designee may conduct site inspections throughout the Period of Deconstruction to assure compliance with this chapter.

E. A Post-Deconstruction Form shall be submitted within ten (10) calendar days after completion of the deconstruction work. The Post-Deconstruction Form shall contain the following information:

1. Itemized receipt of materials and quantities donated to a nonprofit or community-based organization;

2. Itemized receipt or photographs of materials and quantities sold;

3. Itemized list and photographs of salvaged material that will be re-used or used at another site; and

4. Transaction receipts or weight tickets for all materials sent to a material recovery facility or disposal facility such as a transfer station, landfill, or the City of Spokane Waste-to-Energy Facility.

F. The Historic Preservation Office shall review and approve the Post-Deconstruction Form

and any additional materials provided to determine compliance with this chapter before the issuance of additional building permits.

G. This chapter requires compliance with all local, state, and federal laws and regulations concerning demolition, testing, abatement, and disposal for any materials containing asbestos, lead, or other hazardous materials.

H. All hauling, sorting, and disposal of materials shall be in compliance with SMC 13.02.0204 and materials designated for disposal must be hauled to a permitted facility located within Spokane County in accordance with Chapter 7.4 and 7.5 of the Spokane Regional Solid Waste Comprehensive Plan.

15.06.040 Preservation of Salvageable Materials

A. Materials shall be removed by hand to the greatest extent possible to maximize potential for reuse. Nails, screws, or other items used to secure materials in place shall be removed to the greatest extent possible to maximize potential for re-use. Heavy equipment may be used, provided heavy equipment is not used to remove or dismantle components of the structure in ways that render the building materials unsuitable for salvage.

B. The property owner or applicant may sell, donate, or re-use any materials from a deconstruction site before the materials leave the site, provided the property owner or applicant documents the disposition of materials in the Post-Deconstruction Form.

C. Materials shall be stored and covered to protect them from exposure to weather and to permeable ground contact during the period of deconstruction.

15.06.050 Authority of the Historic Preservation Office

A. The Historic Preservation Office may adopt rules and procedures necessary to implement and enforce the provisions of this chapter.

B. With consent of the property owner or applicant, the Historic Preservation Office may conduct site visits to provide assistance to a property owner or applicant and contractors complying with the provisions of this chapter.

15.06.060 Compliance

A. This chapter shall be enforced by the Historic Preservation Office under the City's civil infraction system, pursuant to chapter 01.05 SMC. The Historic Preservation Office is the "code enforcement officer" as designated by SMC 01.05.020(B).

B. A violation of this chapter is a class 1 civil infraction.

C. Pursuant to SMC 01.02.950(A), the Historic Preservation Office may refer violations or imminent violations of this chapter to the city attorney for actions in Superior Court seeking declaratory or injunctive relief.

D. Failure to complete deconstruction, removal of materials, and obtain approval of the Post-Deconstruction Form within the period of deconstruction may result in the City completing the deconstruction work of the structure at the applicant or property owner's expense.

15.06.070 Exemptions

A. A structure may be deemed unsuitable for the deconstruction provisions of this chapter by the Historic Preservation Office in consultation with the Fire Marshal, Code Enforcement, or Building Official if the structure is an imminent threat to life, safety, or property.

B. The Historic Preservation Office may exempt a structure eligible for deconstruction if it is determined that the majority of the material in the structure is not suitable for reuse.

C. A property owner or applicant may make a request for exemption by submitting a written request to the Historic Preservation Office with supporting documentation when submitting a demolition permit application. The Historic Preservation Office shall make a final determination of the exemption request appealable to the Hearing Examiner.

Section 2. That Section 08.02.031 of the Spokane Municipal Code is amended as follows:

Section 08.02.031 Building Code

A. Building Permit.

Building permit fees are based on the value of the work to be done as follows:

VALUE OF WORK

(in dollars)

FEE

(in dollars)

1 – 500

28.00

501 - 2,000

28.00 plus 3.00 for each 100 over 500

2,001 - 25,000

73.00 plus 13.00 for each 1,000 over 2,000

25,001 - 50,000

372.00 plus 10.00 for each 1,000 over 25,000

50,001 - 100,000

622.00 plus 7.00 for each 1,000 over 50,000

100,001 - 500,000

972.00 plus 5.00 for each 1,000 over 100,000

500,001 - 1,000,000

2,972.00 plus 4.00 for each 1,000 over 500,000

1,000,001 - 99,999,999

4,972.00 plus 3.00 for each 1,000 over 1,000,000

B. Valuation.

1. The value of construction for purposes of calculating the amount of the fee is determined by using the:

    a. most current building valuation data from the International Code Council (ICC) as published and updated by the ICC twice annually; or

    b. contract valuation, whichever is greater.

2. “Gross area” when used in conjunction with the ICC building valuation data to determine valuation of a project is the total area of all floors, measured from the exterior face, outside dimension, or exterior column line of a building, including basements and balconies but excluding unexcavated areas.

3. The fee is based on the highest type of construction to which a proposed structure most nearly conforms, as determined by the building official.

4. For roofing permits, the value is determined to be:

    a. one hundred fifty dollars per square for recovering roofs;

    b. two hundred dollars per square for roofing projects when existing layers of roofing are torn off and a new layer is installed;

    c. two hundred fifteen dollars per square for roofing projects when exi sting layers of roofing are torn off, new sheeting is installed, and a new layer of roof is installed;

    d. or the contract valuation if it is greater.

C. Building Plan Review.

1. Plan review fees are sixty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for:

    a. all commercial building permits;

    b. all industrial building permits;

    c. all mixed use building permits; and

    d. new multi-family residences with three or more units.

2. Plan review fees are one hundred percent of the building permit fee as calculated from the table for fast-track projects.

3. Plan review fees are twenty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for new:

    a. single-family residences; and

    b. duplexes.

4. Plan review fees are twenty-five dollars for:

    a. new buildings that are accessory structures for single-family residences and duplexes to include garages, pole buildings, greenhouses, sheds that require a permit, etc.; and

    b. additions to existing single family residences and duplexes to include living space, garages, sunrooms, decks, etc.

5. Plan review fees for additional review required by changes, additions, or revisions to plans are seventy-five dollars per hour or fraction thereof.

6. The building official may elect to assess plan review for remodeling single family residences and duplexes when required. This amount will be not be higher than the twenty-five percent of the building fee as calculated in the table rounded to the nearest whole dollar charged on a new single-family residence or duplex.

D. Demolition

Demolition permit fees are:

1. Single-family residence, duplex and accessory structures: Thirty-five dollars each.

2. Other structures: Thirty-five dollars for every thousand square feet, to a maximum fee of three hundred fifty dollars.

3. The processing fee is twenty-five dollars.

4. ~~For historic landmarks and contributing buildings within an historic district or located within the Downtown Boundary Area: five hundred dollars.~~ For any listed or contributing building within a Spokane Register Historic District or building determined to be eligible for listing on the Spokane Register of Historic Places: one thousand five hundred dollars.

5. All demolition permit fees received by the city are to be deposited in the historic preservation incentives fund established by SMC 07.08.152.

E. Fencing.

1. The permit fee is twenty dollars per one hundred linear feet, or fraction thereof.

2. The processing fee and review fee is twenty-five dollars.

F. Grading.

1. Grading permit fees are as follow:

VOLUME

(in cubic yards)

FEE

(in dollars**)**

100 or less

28.00

100 - 1,000

28.00 plus 12.00 for each 100 over 100

1,001 - 10,000

136.00 plus 10.00 for each 1,000 over 1,000

10,001 - 100,000

226.00 plus 45.00 for each 10,000 over 10,000

100,001 and more

631.0 lus 25.00 for each 10,000 over 100,000

2. Grading plan review fees are as follow:

VOLUME

(in cubic yards)

FEE

(in dollars)

50 or less

None

51 – 100

20.00

101 - 1,000

25.00

1,001 - 10,000

35.00

10,001 - 100,000

35.00 plus 17.00 for each 10,000 over 10,000

100,001 - 200,000

188.00 plus 10.00 for each 10,000 over 100,000

200,001 and more

288.0 plus 5.00 for each 10,000 over 200,000

3. Failure to obtain a grading permit is a class one infraction under SMC 1.05.150.

4. The processing fee is twenty-five dollars.

G. Sign Permits.

1. Sign permit fees are:

    a. thirty dollars for each wall sign, projecting sign and incidental sign; or

    b. seventy-five dollars for each pole sign, including billboards and off-premises signs.

2. The building services plan review fee is fifty dollars and is in addition to the sign permit fee for pole signs in excess of one hundred square feet or more than thirty feet high.

3. The planning services review fee is fifty dollars for all signs.

4. The processing fee is twenty-five dollars.

H. Factory-built Housing.

1. The installation fee for factory-built housing is fifty dollars per section.

2. A foundation or basement requires a separate building permit.

3. Decks, carports and garages require a separate building permit.

4. The development services review fee is fifty dollars.

5. The processing fee is twenty-five dollars.

I. Manufactured (Mobile) Home.

1. The installation fee for a manufactured (mobile) home is fifty dollars per section.

2. A basement requires a separate building permit.

3. Decks, carports and garages require a separate building permit.

4. The development services review fee is fifty dollars.

5. The processing fee is twenty-five dollars.

J. Temporary Structures.

Permit fees for temporary structures are:

1. One hundred dollars for the first one hundred eighty days; and

2. Five hundred dollars for the second one hundred eighty days.

3. No third session will be allowed.

4. The development services review fee is fifty dollars.

5. The processing fee is twenty-five dollars.

K. Relocation.

1. The fee for a building relocation inspection for bond determination is seventy- five dollars.

2. The development services review fee is fifty dollars.

3. The processing fee is twenty-five dollars.

4. Any repairs or alterations required for relocation are handled by various building permits and the fees for such building permits are in addition to the relocation permit fee.

L. Early Start and Fast Track Approval.

The fee for an early start or fast track building permit approval is twenty-five percent of the building permit fee rounded to the next whole dollar amount and is in addition to any other required fees.

M. Certificate of Occupancy.

1. There is no separate fee for the issuance of a certificate of occupancy following final inspection under a permit so long as the fee for the permit is at least fifty dollars; otherwise, the minimum fee for a building permit and certificate of occupancy is fifty dollars plus a twenty-five dollar processing fee.

2. The fees for the issuance of a certificate of occupancy not resulting from work done under permit are as provided in SMC 8.02.060.

3. The building official will assess a fee not to exceed one hundred percent of the building permit fee for the issuance or extension of any temporary certificate of occupancy. The minimum fee will be:

    a. two hundred twenty-five dollars plus a twenty-five dollar processing fee when the building permit fee exceeds this amount;

    b. equal to the amount of the building permit fee when the building permit fee is less than two hundred fifty dollars.

N. Swimming Pools.

1. The building and plumbing permit fee for a swimming pool is:

    a. seventy-five dollars for those accessory to a single-family residence; and

    b. one hundred dollars for all others.

2. The planning services review fee is twenty-five dollars.

3. The processing fee is twenty-five dollars.

4. Mechanical, electrical and fence permits are additional.

O. Parking Lot and Site Work Permits.

The fee for a site work permit is charged in accordance with the fee table in subsection (A) of this section.

P. Reinspections.

The fee for reinspections for work that was not ready, or corrections previously identified but remain uncorrected, or site not accessible is seventy-five dollars per incident.

Q. Inspections Outside Normal Inspector Working Hours.

The fee for inspections outside normal inspector working hours is seventy-five dollars per hour or fraction of an hour. A minimum of two hours is payable at the time the request is made and before an inspection can be scheduled.

R. Work Done Without a Permit/Investigation Fees.

Where work has commenced without first obtaining the required permit(s), a work without permit fee equivalent to the greater of:

1. twice the inspection fee, or

2. the permit fee plus one hundred fifty dollars,must be paid prior to the issuance of the permit(s).

S. Safety Inspections.

The fees for safety inspections are:

1. Commercial Buildings: Seventy-five dollars per hour or fraction of an hour with a prepaid minimum of one hundred fifty dollars.

2. Single-family Residence – Electrical only: Seventy-five dollars.

3. Single-family Residence – Two or more trade categories: One hundred fifty dollars.

4. Two-family Residence: One hundred seventy-five dollars.

5. Multifamily – Three to six units: Two hundred fifty dollars.

6. Multifamily – Seven to fifty units: Two hundred fifty dollars plus twenty-five dollars for each unit over six.

7. Multifamily – Over fifty units: One thousand three hundred fifty dollars plus ten dollars for every unit over fifty.

8. Electrical Service Reconnect - Residence - Twenty-five dollars

9. Electrical Service Reconnect - Commercial - Fifty dollars

10. Processing fee: Twenty-five dollars.

T. Recording Fee Use of Public Right-of-way and Large Accessory Building Agreement.

The property owner shall be charged a pass-through fee equal to the amount assessed by Spokane County when erecting a fence, retaining wall or other structure in a public right-of-way. This is a recording fee for the acknowledged agreement whereby the property owner covenants to remove the encroachment upon notice by the City. An additional twenty-five dollar processing fee is required when a permit is not issued in conjunction with the recording.

U. Expired Permits Over Six Months.

1. Building Permits.

    a. No inspections have been made: Permits require full resubmittal, and if a commercial project, plan review. Original valuation shall be contained in description of new permit.

    b. Footings and foundations only have been inspected and approved: Minimum of seventy-five percent of the original assessed permit fee plus new processing fees. Original valuation shall be contained in description of new permit.

    c. All rough-in inspections approved: Minimum of twenty-five percent of original permit fee plus new processing fees. Original valuation shall be contained in description of new permit.

    d. Additional work done not on original permit: New valuation shall be calculated based upon either square footage if new construction, or valuation if remodel.

2. Plumbing Permits.

    a. No inspections: A full new permit for all fixtures is required.

b. Partial inspections approved: If water tests, top outs and ground plumbing have been approved, then twenty-five percent of the original itemized permit fees plus new processing fee.

3. Mechanical Permits.

a. No inspections: A full new permit is required.

b. Partial inspections: If all rough-in inspections and air tests have been approved, then twenty-five percent of the original permit fee plus new processing fee.

4. Electrical Permit.

a. No inspections: A full new permit is required.

b. Partial inspections: If all rough-in inspections and service inspections have been approved, then twenty-five percent of the original fees plus new processing fee.

V. Processing Fee.

In addition to all of the fees identified in SMC 8.02.031, the processing fee for each permit is twenty-five dollars, unless specifically stated otherwise.

W. Temporary Accessory Dwelling Unit (ADU) Fee Waivers.

1. In response to the ongoing local and national housing crisis, the City Council has decided to provide relief to residents and businesses by waiving all applicable fees within this section 08.02.031 associated with the construction of ADUs on lots located at least partially within ½ mile of a Center or Corridor, Context Area, or Downtown zone or CC3 zoning overlay. Distances are measured in a straight line between the zone/overlay boundary to the lot line of the site containing the development.

2. The fee waiver described in this subsection 08.02.031(W) shall expire at 5:00 p.m. on December 31, 2024.

X. Solar Permits.

1. For single-family residence, duplex, and associated accessory structure installations and modifications eligible for review under the adopted International Residential Codes.

a. Plan Review: seventy-five dollars

b. SFRD Inspection Fee: one hundred fifty dollars

c. Electrical Service Fee: assessed in accordance with SMC 08.02.032(C)(2).

2. For all other installations and alterations.

a. Plan Review Fee: sixty-five percent of the MFCOM Inspection Fee.

b. MFCOM Inspection Fee: calculated based on the table included in Section 08.02.031(A).

c. Electrical Service Fee: assessed in accordance with SMC 08.02.032(C)(2).

3. Additional electrical fees in accordance with SMC 08.02.032.

4. Energy Storage Systems: fifty dollars.

Section 3. 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 4. 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:

_____

Approved as to form:

_____

City Clerk

City Attorney

Mayor

Date

Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/09/2024

Committee Agenda type: Discussion

Council Meeting Date: 09/23/2024

Date Rec'd	8/29/2024
Clerk's File #	ORD C36578
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	ANDRES (509)651-0855
Contact E-Mail	AGRAGEDA@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	LNAVARRETE KKLITZKE ZZAPPONE
Agenda Item Name	0320- ORDINANCE ON SPOKANE HUMAN RIGHTS COMMISSION MEMBERSHIP

Agenda Wording

An ordinance relating to the recruitment of applicants to the SHRC, amending section 4.10.020 of the Spokane Municipal Code.

Summary (Background)

This ordinance would expand the number of commissioners allowable into the SHRC from 9 to 12. The 9th position, which is currently reserved for a youth member, would change to an adult position and the three additional spots are to be filled by youth members residing in each of the three council districts.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Narrative

Amount		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

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

Distribution List

Committee Agenda Sheet
Urban Experience Committee

Committee Date	09/09/24
Submitting Department	City Council
Contact Name	Andres Grageda
Contact Email & Phone	agrageda@spokanecity.org (509)651-0855
Council Sponsor(s)	CM Zappone CM Klitzke CM Bingle
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5
Agenda Item Name	SHRC Membership
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This ordinance would expand the number of commissioners allowable into the SHRC from 9 to 12. The 9th position, which is currently reserved for a youth member, would change to an adult position and the three additional spots are to be filled by youth members residing in each of the three council districts.

Fiscal Impact

Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Total Cost: Click or tap here to enter text.

Current year cost:

Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Funding Source ☐ One-time ☐ Recurring ☒ N/A

Specify funding source: Select Funding Source*

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

Expense Occurrence ☐ One-time ☐ Recurring ☒ N/A

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

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

- What impacts would the proposal have on historically excluded communities?
  The Cities official motto is "In Spokane We All Belong". According to a 2024 article by Neilsberg Research, 20% of Spokane's population is under the age of 18. Young people are generally less involved in their local government. This ordinance would give more of a voice to our youth and offer the SHRC the perspective of young people in Spokane.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  No additional data will be collected based on this ordinance.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  No data will be collected. The effectiveness of this policy will be measured by whether or not the youth positions are filled and how they go on to enhance the SHRC.
- 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?
  Our Comprehensive Plan has an entire section titles "Commitment to Youth" which states that, "Youth are critical to the future of the city. The entire community should share in supporting their growth and development. By their involvement in civic and neighborhood activities, youth see the impact of their own actions and recognize the difference they make." This change perfectly encapsulates that sentiment.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
  Spokane Human Rights Commission put this ordinance forward.

ORDINANCE NO. C36578

An ordinance relating to the recruitment of applicants to the SHRC, amending section 4.10.020 of the Spokane Municipal Code.

WHEREAS, the City of Spokane Human Rights Commission (the "Commission") is dedicated to addressing issues related to human rights, unjust discrimination, and program implementation that accounts for the needs of all residents of the City of Spokane ("the City"), and one of its nine members is designated as Youth Representative to further this mission; and

WHEREAS, the "Commitment to Youth" section of our Comprehensive Plan states that, "Youth are critical to the future of the city. The entire community should share in supporting their growth and development. By their involvement in civic and neighborhood activities, youth see the impact of their own actions and recognize the difference they make."; and

WHEREAS, the Commission's members who have served in the Youth Representative position have provided invaluable insight on human rights matters and have brought fresh perspectives to the Commission's deliberations; and

WHEREAS, the Commission's members who have served in the Youth Representative position have discharged their duties diligently and conscientiously, strengthening the quality of the Commission's work; and

WHEREAS, the Commission has encountered difficulties recruiting applicants for and retaining members in the Youth Representative position in part due to certain requirements in SMC 4.10.020; and

WHEREAS, the Commission's current Youth Representative is, upon information and belief, believed to be the first Youth Representative member who has ever been reappointed to a second term as Youth Representative, in part due to the requirements in SMC 4.10.020; and

WHEREAS, the Commission's incumbent Youth Representative currently serves on the Commission's Executive Committee as Secretary/Treasurer, exemplifies the characteristics set forth in the recitals herein, and the Commission has recommended her reappointment; and

WHEREAS, the Commission has determined that amending SMC 4.10.020 will alleviate certain difficulties the Commission has encountered in recruiting for and retaining members in the Youth Representative position, and also increase continuity and stability in its membership;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 4.10.020 of the Spokane Municipal Code is amended to read as follows:

Section 4.10.020 Appointment

A. The commission consists of ((~~nine~~))twelve voting members nominated by the mayor and appointed by the city council to staggered three-year terms commencing on the date of appointment.

B. Membership shall be composed of one member ((~~from~~))residing in each of the council districts. The remaining six positions shall be designated as at-large positions and shall be filled by qualified City residents regardless of the council district in which they reside.

C. In addition to the nine positions set forth in Subsection (B), ((~~Two of the six at large~~))three additional positions may be filled with ((~~a~~))youth representatives, with no more than one youth representative residing in each of the council districts. The youth representative positions shall be open to any person under the age of eighteen ((~~with~~))for a term of one year commencing on the date of appointment, with the option of ((~~one year renewal~~))reappointment to additional one-year terms if the person has not reached the age of ((~~seventeen~~))eighteen or is enrolled in high school at the time the ((~~first-year~~))previous term expires.

((~~B~~))D. Vacancies for all positions are filled by appointment to unexpired terms, after which the member may be reappointed to a subsequent term in the same manner.

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:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/09/2024

Committee Agenda type: Discussion

Council Meeting Date: 09/23/2024

Date Rec'd	8/28/2024
Clerk's File #	ORD C36579
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC
Contact Name/Phone	SPENCER 6097
Contact E-Mail	SGARDNER@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	JBINGLE ZZAPPONE KKLITZKE
Agenda Item Name	0650 - SUSPENSION OF THE 2024 AND 2025 COMPREHENSIVE PLAN

Agenda Wording

An ordinance suspending the acceptance of annual applications for amendments to the city's comprehensive plan until completion of the city's mandated periodic comprehensive plan update, expected to be completed and adopted in 2026.

Summary (Background)

A proposed ordinance suspending the Comprehensive Plan Amendment application cycle for the next two years. This would postpone the application period in October 2024 and in October 2025. Pausing the application process for minor Comprehensive Plan Amendments will allow staff and the public to focus on the update of the Comprehensive Plan required by State law. According to the requirements of GMA (RCW 36.70A) the City must prepare and adopt a review and update of the entire Comprehensive

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Narrative

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

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Plan no later than April 2026. The work required to prepare and consider such an update, both by city staff and the general public is extensive and would be overly complicated by the acceptance and processing of individual small private applications typically allowed by Spokane Municipal Code (SMC) 17G.020. When the City took applications in October 2023 for processing in 2024, staff undertook efforts to announce to all concerned and potentially interested members of the public that such a pause in the application process might occur to accommodate the periodic update.

Approvals		Additional Approvals	
Dept Head	MACDONALD, STEVEN		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ORLOB, KIMBERLY		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

	sgardner@spokanecity.org
tblack@spokanecity.org	kfreibott@spokanecity.org
mkapaun@spokanecity.org	akiehn@spokanecity.org

Committee Agenda Sheet
Urban Experience

Submitting Department	Planning & Economic Development
Contact Name & Phone	Spencer Gardner, 509.625.6097
Contact Email	sgardner@spokanecity.org
Council Sponsor(s)	CM Zappone, CM Bingle
Select Agenda Item Type	☐ Consent ☑ Discussion Time Requested: 10 mins
Agenda Item Name	Proposed Ordinance to Suspend accepting applications for Comprehensive Plan Amendments in 2024 and 2025
Summary (Background)	A proposed ordinance suspending the Comprehensive Plan Amendment application cycle for the next two years. This would postpone the application period in October 2024 *and* in October 2025. Pausing the application process for minor Comprehensive Plan Amendments will allow staff and the public to focus on the update of the Comprehensive Plan required by State law. According to the requirements of GMA (RCW 36.70A) the City must prepare and adopt a review and update of the entire Comprehensive Plan no later than April 2026. The work required to prepare and consider such an update, both by city staff and the general public is extensive and would be overly complicated by the acceptance and processing of individual small private applications typically allowed by Spokane Municipal Code (SMC) 17G.020. When the City took applications in October 2023 for processing in 2024, staff undertook efforts to announce to all concerned and potentially interested members of the public that such a pause in the application process might occur to accommodate the periodic update.
Proposed Council Action & Date:	An Ordinance, proposed to be adopted by September 30, 2024

Fiscal Impact:
Total Cost: $0
Approved in current year budget? ☐ Yes ☐ No ☑ N/A

Funding Source ☐ One-time ☐ Recurring
Specify funding source:

Expense Occurrence ☐ One-time ☐ Recurring

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

Operations Impacts:

What impacts would the proposal have on historically excluded communities?

This proposal would result in any private requests to amend the comprehensive plan, including requests for changes to the Land Use Plan Map (LU1), to wait two additional years for consideration. While this could delay certain land use/rezone requests, the preparation of the major update to the

Comprehensive Plan must include (per state law) consideration and reduction of negative impacts to 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? *As required by SMC 17G.020 and RCW 36.70A, the preparation and consideration of the major update to the Comprehensive Plan must include an exploration of existing data, public engagement and input. An Environmental Impact Statement is anticipated to be conducted.*
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? *Following the development of the major update itself, criteria for measuring its effectiveness will be considered.*
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? *This proposal to pause the private amendments to the Comprehensive Plan for 2024 and 2025 allows focus to be given to the required major update to the Comprehensive Plan.*

ORDINANCE NO. C36579

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, SUSPENDING THE ACCEPTANCE OF ANNUAL APPLICATIONS FOR AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN UNTIL COMPLETION OF THE CITY'S MANDATED PERIODIC COMPREHENSIVE PLAN UPDATE, EXPECTED TO BE COMPLETED AND ADOPTED IN 2026.

WHEREAS, pursuant to Chapter 36.70A RCW ("GMA"), the City's Comprehensive Plan and development regulations are subject to continuing review and evaluation by the City; and

WHEREAS, GMA also requires the City to establish procedures and a schedule whereby updates, proposed amendments, or revisions of the Comprehensive Plan are considered by the City no more frequently than once every year; and

WHEREAS, the annual process is guided by a number of principles including (i) keeping the plan responsive to the community, (ii) honoring the community's long-term investment in the Comprehensive Plan through neighborhood planning processes, (iii) encouraging development that enables the entire community to prosper and reinforces a senses of place and feeling of community, in an ecologically, economically and socially sustainable manner, and (iv) requiring that proposed amendments result in a net benefit to the general public; and

WHEREAS, the City presently has and will continue to have significant resources devoted to the periodic update to the Comprehensive Plan required by RCW 36.70A.130, including the preparation and public engagement required for a comprehensive plan update required by RCW 36.70A.140; and

WHEREAS, amendments to the Comprehensive Plan under consideration would likely include changes to the maps and policies of the plan; and

WHEREAS, the vast majority of applications for private amendments to the Comprehensive Plan in the past have likewise proposed changes to the policies and maps of the plan; and

WHEREAS, the consideration and processing of private requests to amend the Comprehensive Plan while the City also studies and prepares changes and updates to the Comprehensive Plan would unnecessarily cause confusion and potential conflicts with the resulting major update; and

WHEREAS, the City informed interested parties, applicants, and the public that pausing the Comprehensive Plan Amendment process during the major update might be necessary when advertising the open application period for 2023/2024; and

WHEREAS, the City Council considered this Ordinance suspending acceptance of applications and processing of annual site-specific comprehensive plan amendment applications at a duly noted public hearing on September XX, 2024, and received public testimony from interested parties, considered all the written and oral arguments and testimony; and

WHEREAS, the City Council finds that suspending the acceptance and processing of annual comprehensive plan amendment requests is necessary for the immediate preservation of the public peace, health, or safety and for the immediate support of City government and its existing public institutions; and

WHEREAS, pursuant to WAC 197-11-800(19), the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act; and

WHEREAS, the City Council adopts the foregoing as its findings of fact, justifying its adoption of this ordinance; now, therefore

THE CITY COUNCIL OF THE CITY OF SPOKANE, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Suspend. Chapter 17G.020 of the Spokane Municipal Code is suspended for the 2024 and 2025 cycle of annual comprehensive plan amendment and accompanying rezone requests. This suspension does not preclude out-of-cycle amendments, if an emergency exists, new territory is annexed into the City, or to resolve a truly obvious mapping error or an appeal of a comprehensive plan filed with the growth management hearings board or with the court. The annual review process will resume with the 2026/2027 annual comprehensive plan amendments and accompanying rezone requests as outlined in Chapter 17G.020 SMC.

Section 2. Pending Applications. If any pending 2023/2024 annual amendment proposals (i.e., applications submitted under Chapter 17G.020 SMC on or before October 31, 2023) cannot, for any reason, be processed before December 31, 2024 in the current cycle of consideration, or are otherwise postponed/deferred to the next applicable amendment cycle, such proposals/applications will be deferred until the 2026/2027 annual amendment cycle.

ADOPTED BY THE CITY COUNCIL ON September _____, 2024.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Effective Date

NOTICE OF CITY COUNCIL PUBLIC HEARING
PROPOSED ORDINANCE TO SUSPEND THE COMPREHENSIVE PLAN AMENDMENT CYCLE FOR 2024 AND 2025
(Proposed Ordinance C_____)

Notice is hereby given that there will be a public hearing before the City of Spokane City Council on **Monday, September 30, at 6:00 p.m.** in the City Council Chambers, Lower Level of City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. This hearing may be continued to a later date. This public hearing is for an ordinance suspending the 2024/2025 and 2025/2026 Comprehensive Plan Amendment cycles to accommodate development of a periodic review and update of the Comprehensive Plan, required by the Growth Management Act (RCW 36.70A). The amendment cycle will likely resume in fall 2026, at which point applications for amendments from the public would again be accepted.

Written comments and oral testimony at the public hearings for these proposed actions will be made part of the public record. **Only persons submitting written comments and persons testifying at a hearing may appeal a decision of the City Council.**

Any person may submit written comments on the proposed action to sgardner@spokanecity.org or call for additional information at:

Planning & Development Department
Attn: Spencer Gardner, Planning Director
808 West Spokane Falls Boulevard
Spokane, WA 99201-3329
Phone (509) 625-6500
sgardner@spokanecity.org

More information on the process: The City Council will be briefed on the proposed ordinance on Monday, 16 at 3:30 PM. There is no public testimony at the briefing. A 1st reading of the ordinance will occur on Monday, September 23, 2024. A final reading and hearing for the ordinance will occur on the evening of Monday, September 30, 2024 at 6:00 PM. Public testimony will be taken at both the first reading and hearing. The public may also submit written comment to the City Council at citycouncil@spokanecity.org. The City Council may continue this public hearing to a following meeting at their discretion.

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 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or dmoss@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.

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/16/2024

Committee Agenda type: Consent

Council Meeting Date: 09/30/2024

Date Rec'd	8/28/2024
Clerk's File #	ORD C36580
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE
Agenda Item Name	NOISE VARIANCE ORDINANCE REVISION

Agenda Wording

An ordinance relating to noise variance; amending section 10.70.120 of the Spokane Municipal Code.

Summary (Background)

The Public Works Director is authorized to grant variances which permit construction or other repetitive noises between the quiet hours of 10 pm and 7 am. The two most frequent noise ordinance variance requests are working during the night for short durations during key work segments and beginning workdays several hours earlier than 7 am when the weather is forecast to exceed 95 degrees or so. As currently written, neither of these situations is a permissible reason to grant a variance.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Narrative

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

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	BULLER, DAN		
Division Director	FEIST, MARLENE		
Accounting Manager	ORLOB, KIMBERLY		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	9-16-24
Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org, 625-6391
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Proposed Noise Ordinance Revisions
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	• By ordinance, the Public Works Director is authorized to grant variances which permit construction or other repetitive noises between the quiet hours of 10 pm and 7 am in certain circumstances. • The two most frequent noise ordinance variance requests are working during the night for short durations during key work segments on busy arterials and beginning workdays several hours earlier than 7 am when the weather is forecast to exceed 95 degrees or so. • As currently written, neither of these 2 situations is a permissible reason to grant a variance. • The proposed ordinance revision loosens the language such that a variance can be granted in these or other situations where a significant public benefit is achieved.

Fiscal Impact

Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Total Cost: 0

Current year cost:

Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Funding Source ☐ One-time ☐ Recurring ☒ N/A

Specify funding source: Select Funding Source*

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

Expense Occurrence ☐ One-time ☐ Recurring ☒ N/A

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

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

- What impacts would the proposal have on historically excluded communities?
  Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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

ORDINANCE NO. C36580

AN ORDINANCE relating to Noise Control; amending SMC section 10.70.120 to chapter 10.70 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, Eastern Washington and Spokane have a limited construction season due to weather conditions – traditionally April through October; and

WHEREAS, Washington State has enacted regulations which govern workers who work outside and require work start earlier to avoid extreme heat conditions; and

WHEREAS, extreme heat can occasionally occur anytime May through October when temperatures exceed the normal; and

WHEREAS, for the safety of workers and the safety of the public, it is important to schedule construction related activities during times which have lower traffic activity and avoid peak travel hours on roadways or arterials.

The City of Spokane does ordain:

Section 1: That SMC section 10.70.120 is amended to read as follows:

10.70.120 Noise Variance

A. A person may request a variance from compliance with this chapter by making an application with the director of public works and utilities at least ((~~thirty~~)) <u>seven (7)</u> days before the time period for the variance is to take effect. The variance is limited to ((~~one-time~~)) activities that do not include concerts or permitted special events and entertainment facilities. The variance may not be used for private activities (weddings, parties etc). The applicant shall explain the:

1. nature of the noise,

2. source of the noise,

3. duration for which the noise shall be created,

4. time period for which the variance will be required,

5. ((~~reason why the noise violation cannot be avoided~~)) <u>public benefit of a noise ordinance variance (e.g., high heat avoidance, significant reduction in traffic impacts, etc.)</u>, and

6. mitigating conditions the applicant will implement to minimize the noise level violations.

B. The application must be submitted at least ((~~thirty~~)) seven (7) days before the time period the permit is to take effect. ((~~The director, after informing the affected City departments, may issue an excess noise permit if the director determines that the noise level violations:~~

~~1. cannot be avoided,~~

~~2. will exist for a specific period of time,~~

~~3. will not endanger public health, safety or welfare. And~~

~~4. have been mitigated to the greatest extent reasonably possible.~~))

C. The director, after informing the affected City departments, may issue a variance from this chapter if the director determines that ((~~the noise level violations cannot be avoided~~)) there is a public benefit to a noise ordinance variance, will exist for a specific period of time, and have been mitigated to the greatest extent reasonably possible. The director shall issue a written decision indicating the time period and location restrictions for the variance.

D. The person obtaining such written variance must have the written variance posted in a viewable area or on their person when such variance takes place.

E. A decision of the director of public works and utilities regarding a request for a variance may be appealed to the hearing examiner within ten days of the director's written decision.

Section 2: Effective Date.

This Ordinance shall take effect and be in force on _____, 2024.

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Mayor

Date

Effective Date

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/16/2024

Committee Agenda type: Discussion

Council Meeting Date: 09/30/2024

Date Rec'd	8/27/2024
Clerk's File #	ORD C36581
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	ADAM 6779
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE
Agenda Item Name	0520 MAYOR'S OFFICE - ESTABLISHING A COMPOST PROCUREMENT

Agenda Wording

Establishing a compost procurement ordinance as required by state law (RCW 43.19A.150)

Summary (Background)

In 2022 the legislature adopted an organics management law (HB 1799) to reduce the emissions of methane created in organic materials such as food and yard waste. This state law (RCW 43.19A.150) requires cities and counties to establish a compost procurement ordinance and begin reporting compost procurement activities in 2025. This ordinance satisfies the state requirement.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Narrative

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

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	JONES, GARRETT		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List
amcdaniel@spokanecity.org

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 16, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5 minutes
Agenda Item Name	Establishing a Compost Procurement Ordinance
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	In 2022 the legislature adopted an organics management law (HB 1799) to reduce the emissions of methane created in organic materials such as food and yard waste. This state law (RCW 43.19A.150) requires cities and counties to establish a compost procurement ordinance and begin reporting compost procurement activities in 2025. This ordinance satisfies the state requirement.

Fiscal Impact

Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Total Cost: N/A

Current year cost: N/A

Subsequent year(s) cost:

Narrative: This ordinance has no direct fiscalimpact.

Funding Source ☐ One-time ☐ Recurring ☒ N/A

Specify funding source: Select Funding Source*

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

Expense Occurrence ☐ One-time ☐ Recurring ☒ N/A

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

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

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

Compost procurement activity will be reported to the Department of Ecology as required by state law.

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? **RCW 43.19A.150** **Sustainability Action Plan – Waste Diversion & Material Conservation**

ORDINANCE NO. C36581

An ordinance relating to the use of composted materials in City of Spokane projects; adopting a new section 7.06.221 to Chapter 07.06 of the Spokane Municipal Code.

WHEREAS, in 2022 the legislature adopted an organics management law to reduce the emissions of methane created in organic materials such as food and yard waste; and

WHEREAS, the organics management law encourages cities and counties to "procure more of the compost and finished products created from their organic materials waste in order to support the economic viability of processes to turn organic materials into finished products and increasing the likelihood that composting and other responsible organic material management options are economically viable; and

WHEREAS, Washington state law requires the City of Spokane to adopt a compost procurement ordinance to implement the state organics management law.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new Section 7.06.221 to Chapter 07.06 SMC to read as follows:

Section 07.06.221 Use of Composted Materials in City Projects

A. Before issuance of a solicitation for bids or proposals, the City shall consider whether the use of composted material is practicable and feasible in the project. At minimum, the City shall consider whether the use of composted material, as defined by RCW 70A.205.015(3), may be utilized in the following:

1. Landscaping projects and City-maintained areas;

2. Construction and post-construction soil amendments;

3. Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and

4. Low-impact development and green infrastructure to filter pollutants and keep water on-site, or both.

B. The City shall prioritize purchasing compost products from companies that satisfy the following:

1. Produce compost products locally;

2. Are certified by a nationally recognized organization such as the US Composting Council;

3. Produce compost products that are derived from municipal solid waste compost programs; and

4. Meet quality standards adopted by the Washington State Department of Transportation or adopted by rule by the Washington State Department of Ecology.

C. The City is not required to use composted products if:

1. Compost products are not available within a reasonable period of time or distance from the project;

2. Compost products that are available do not comply with existing purchasing standards;

3. Compost products that are available do not comply with federal or state health, quality, and safety standards; or

4. Compost purchase prices are not reasonable or are not competitive.

D. The City shall develop and implement strategies to inform residents about the value of compost and how the City uses compost in its operations.

E. Pursuant to RCW 43.19A.150, the City shall report to the Department of Ecology the City's previous year's compost procurement activities.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Mayor

Date

Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/23/2024

Committee Agenda type: Discussion

Council Meeting Date: 09/30/2024

Date Rec'd	9/17/2024
Clerk's File #	ORD C36582
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	JACKSON DEESE 6718
Contact E-Mail	JDEESE@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	ZZAPPONE BWILKERSON
Agenda Item Name	0320 - BARRING NON-LOCAL TRUCK TRAFFIC ON A PORTION OF NEBRASKA

Agenda Wording

ORDINANCE AMENDING SECTION 12.08.010 OF SPOKANE MUNICIPAL CODE TO BARRING NON-LOCAL TRUCK TRAFFIC ON NEBRASKA AVE FROM NORTH ASH STREET TO NORTH MONROE STREET.

Summary (Background)

RESIDENTS OF W NEBRASKA AVE HAVE EXPERIENCED CONSISTENT USE OF THEIR RESIDENTIAL STREET BY FREIGHT TRUCK TRAFFIC DESPITE REPEATED ATTEMPTS IN ASKING BUSINESSES TO NOT USE THE STREET FOR NON-LOCAL TRAFFIC, INCLUDING CONVERSATIONS WITH COUNCIL MEMBER ZAPPONE.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Narrative

Residents of W Nebraska have worked with Council Member Zappone to have tentative agreements with local businesses to not use their residential streets to move freight trucks.

Amount		Budget Account
Expense	$ 1,000	# tbd
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

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

Distribution List	

Committee Agenda Sheet
Urban Experience Committee

Committee Date	9/16/24
Submitting Department	COUNCIL
Contact Name	JACKSON DEESE
Contact Email & Phone	JDEESE@SPOKANECITY.ORG
Council Sponsor(s)	ZZAPPONE BWILKERSON
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 10 min
Agenda Item Name	ORDINANCE AMENDING SECTION 12.08.010 OF SPOKANE MUNICIPAL CODE TO BARRING NON-LOCAL TRUCK TRAFFIC ON NEBRASKA AVE FROM NORTH ASH STREET TO NORTH MONROE STREET.
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	RESIDENTS OF W NEBRASKA AVE HAVE EXPERIENCED CONSISTENT USE OF THEIR RESIDENTIAL STREET BY FREIGHT TRUCK TRAFFIC DESPITE REPEATED ATTEMPTS IN ASKING BUSINESSES TO NOT USE THE STREET FOR NON-LOCAL TRAFFIC, INCLUDING CONVERSATIONS WITH COUNCIL MEMBER ZAPPONE.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: $1,000

Current year cost: $1,000

Subsequent year(s) cost: Regular maintenance

Narrative: Residents of W Nebraska have worked with Council Member Zappone to have tentative agreements with local businesses to not use their residential streets to move freight trucks. Residents report that freight trucks continue to use the street and have requested official action to ban non-local freight traffic from the street.

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? **Yes, only minor sign maintenance or replacement as necessary.**

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

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

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

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

No 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?

N/A

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

Residents noticing a change in freight traffic passing through.

- 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?

Follows other streets in the city as listed in Section 12.08.010 of SMC that already ban non-local truck traffic.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
  Not reviewed by a subcommittee. Potential to be reviewed by Transportation Commission when ready.

ORDINANCE NO. C36582

An ordinance relating to commercial truck traffic on Nebraska Avenue and amending Section 12.08.010 of the of the Spokane Municipal Code.

WHEREAS, the residents of West Nebraska Avenue have been experiencing consistent use of their residential street by commercial truck traffic, despite repeated entreaties to local businesses to route their commercial vehicles outside of the residential area; and

WHEREAS, Section 12.08.010 of the Spokane Municipal Code currently bars trucks from many Spokane Streets; and

WHEREAS, the City wishes to add West Nebraska Avenue to the list of streets where all non-local truck traffic is barred,

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 12.08.010 Spokane Municipal Code be amended to read as follows:

Section 12.08.010 Streets Closed to Trucks

A. Hereafter the following streets and avenues in the city shall be permanently closed to all truck travel except for the purpose of making deliveries or providing service to points upon such streets or avenues:

1. Buckeye Avenue from Rebecca Street to Havana Street.
2. Cannon Street from Fourth Avenue to Riverside Avenue.
3. Carlisle Avenue from Ralph Street to Havana Street.
4. Chestnut Street from Fifth Avenue to First Avenue.
5. Cleveland Avenue from Greene Street to Havana Street.
6. Coeur d'Alene Street from Sixth Avenue to Pacific Avenue.
7. Cuba Street from Upriver Drive to Frederick Avenue.
8. Elm Street from Third Avenue to Riverside Avenue.
9. Ermina Avenue from Sycamore Street to Havana Street.
10. Fairview Avenue from Greene Street to Havana Avenue.
11. Ferrall Street from Montgomery Avenue to Euclid Avenue.
12. Fifth Avenue from Chestnut Street to Coeur d'Alene Street.
13. First Avenue from Maple to Poplar Street.
14. Fourth Avenue from Cannon Street to Spruce Street.
15. Frederick Avenue from Freya Street to Havana Street.
16. Freya Street from Upriver Drive to Frederick Avenue.
17. Grace Avenue from Greene Street to Havana Street.
18. Greene Street from Grace Avenue to Euclid Avenue.
19. Havana Street from Upriver Drive to Frederick Avenue.

20. Hemlock Street from Sixth Avenue to Riverside Avenue.
21. Jackson Avenue from Greene Street to Havana Street.
22. Julia Street from Grace Avenue to Frederick Avenue, and from Upriver Court to Marietta Avenue.
23. Marietta Avenue from Greene Street to Havana Street.
24. Montgomery Avenue from Ralph Street to Havana Street.
25. Myrtle Street from Carlisle Avenue to Frederick Avenue.
26. Oak Street from Third Avenue to Riverside Avenue.
27. Pacific Avenue from Maple Street to Coeur d'Alene Street.
28. Poplar Street from Third Avenue to First Avenue.
29. Ralph Street from Carlisle Avenue to Euclid Avenue.
30. Rebecca Street from Upriver Drive to Frederick Avenue.
31. Second Avenue from Havana Street to Freya Street; and from Maple Street to Coeur d'Alene Street.
32. Spruce Street from Fourth Avenue to Pacific Avenue.
33. Sycamore Street from Ermina Avenue to Frederick Avenue.
34. Third Avenue from Elm Street to Coeur d'Alene Street.
35. Thor Street from Montgomery Avenue to Euclid Avenue.
36. Upriver Court.
37. Upriver Drive from Ralph Street to Havana Street, and from the City limits at Buckeye Avenue to the east City limits.

38. West Nebraska Avenue from North Ash Street to North Monroe Street.

B. Any person, firm, or corporation operating a truck upon the streets or avenues enumerated in subsection (A) of this section, except for the purpose of making deliveries or providing service to points upon such streets or avenues, shall be guilty of a traffic infraction.

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:

Assistant City Attorney

Date

Effective Date