CITY OF SPOKANE

REGARDING CITY COUNCIL MEETINGS

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

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

Agenda Review Session on September 22, 2026, 11:00 a.m.:
1-408-418-9388; access code: 2492 172 9618; password: 0320

Legislative Session on September 23, 2026, 6:00 p.m.:
1-408-418-9388; access code: 2496 991 7004; password: 0320

To participate in public comment (including Open Forum):

Public comment sign-up is open beginning at 5:00 p.m. on Friday, September 18, 2026, and ending at 6:00 p.m. on Wednesday, September 16, 2026, via the online testimony sign-up form link which can be accessed by clicking https://my.spokanecity.org/citycouncil/meetings/signup/ or in person outside council chambers beginning at 8:00 a.m. on September 21, 2026. You must sign up by 6:00 p.m. on Wednesday, September 23, 2026, to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and not relate to the final, updated draft, or draft agendas, pending hearing items, or initiatives or referenda in a pending election. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall withing the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

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

THE CITY OF SPOKANE

COUNCIL AGENDA

September 23, 2026, Legislative Session

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

Mayor Lisa Brown
Council President Betsy Wilkerson

Council Member Michael Cathcart
Council Member Sarah Dixit
Council Member Kate Telis
Council Member Paul Dillon
Council Member Kitty Klitzke
Council Member Zack Zappone

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers:

Username: **COS Guest** (Please note the space in username)
Password: **K8vCr44y**
Both username and password are case sensitive.

Public participation in City Council meetings is governed by Council Rules 2.2, 2.15 and 2.16.

A complete copy of the council rules can be found here: City Council Rules.

SPOKANE CITY COUNCIL AGENDA REVIEW SESSIONS (BEGINNING AT 11:00 A.M. EACH TUESDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH WEDNESDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL 5 WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL 5 ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

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

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the Tuesday 11:00 a.m. Agenda Review Session or the Wednesday 6:00 p.m. Legislative Session)

LEGISLATIVE SESSION

(6:00 p.m. Wednesday, September 23, 2026)

(Council Chambers Lower Level of City Hall)

PLEDGE OF ALLEGIANCE

POETRY AT THE PODIUM, WORDS OF INSPIRATION, AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

EXPRESS TESTIMONY

Speakers may address any items on this entire council agenda, including any ordinance, resolution, appointment and special consideration, and may speak for up to three (3) minutes. Speakers who opt to speak during this time may not speak again during the legislative session except for Hearings and Open Forum.

FINAL HEARINGS

Speakers have up to three (3) minutes to address each final hearing item. Absent continuation, final action will be taken by council on these items.

PROPOSED LEGISLATIVE ITEMS

Speakers have up to two (2) minutes to address the entire proposed legislative items section as a whole. No final action is expected to be taken by council on these items during this legislative session. Items in the proposed legislative items section of the agenda are expected to be moved to pending legislative items section of the agenda by the next legislative meeting, unless council takes action to modify an item's regular legislative timeline.

A. Resolutions (Proposed)

1. **RES 2026-0068** Authorizing the City to enter into subrecipient contracts with Jewels Helping Hands and Catholic Charities for the operation of inclement weather surge capacity beds from 1/1/27 - 12/31/27, pursuant to the 2027 Inclement Weather Request for Proposals (RFP) that closed on August 16, 2026. (Council Sponsors: Council Members (City Council Sponsors: Council Members Zappone and Dixit) Paradis Pourzanjani

2. ~~**RES 2026-0069** Declaring the intention of the City Council to expand the boundary of the East Sprague Parking and Business Improvement Area to include additional properties westward along Sprague Avenue to Hatch Street, as authorized by RCW 35.87A.075. (Council Sponsors: Council Members Dillon and Zappone) Amanda Beck~~ (At the September 22, 2026 Agenda Review, this item was amended and then deferred to the Proposed section of the September 30 Agenda, Pending Section of the October 7 Agenda, and Final section of the October 14 Agenda)

3. ~~**RES 2026-0070** Recognizing the Division Street Transit Oriented Development (TOD) Plan, jointly developed by the City of Spokane, Spokane County, and the Spokane Transit Authority through a community-supported planning process, as guidance for strategic updates to the City's development code, zoning map, and infrastructure programming in coordination with construction of the Division Street Bus Rapid Transit route. (Council Sponsors: Council Members Klitzke, Zappone and Cathcart. Colin Quinn-Hurst~~ (At the September 22, 2026 Agenda Review, this item was deferred to the Proposed section of the October 28 Agenda)

A. Ordinances (Proposed)

1. **ORD C36943** Expanding the boundary of the East Sprague Parking and Business Improvement Area to include additional properties westward along Sprague Avenue to Hatch Street, as authorized by RCW 35.87A.075. (Council Sponsors: Council Members Dillon and Zappone) Amanda Beck

FURTHER ACTION DEFERRED ON PROPOSED LEGISLATIVE ITEMS

PENDING LEGISLATIVE ITEMS

Speakers have up to two (2) minutes to address individual items in the pending legislative items section, with the exception that the following items will be grouped for public comment in the following manner: Board and Commission Appointments

(2 minutes to speak to all items in this section); Reports, Contracts, and Claims (2 minutes to speak to all items in this section). No final action will be taken by council on these items. Items in the pending legislative items section are expected to be moved to final legislative items section by the next legislative meeting, unless council takes action to modify an item's regular legislative timeline.

A. Board and Commission Appointments (Pending)

B. Reports, Contracts and Claims (Pending)

Public Safety and Community Health Committee (PSCHC) (Pending)

1. **OPR 2026-0762** Purchase 18 Police vehicles from Bud Clary Dealerships (Longview, WA) - $1,475,130 including commissioning and applicable sales tax (Council Sponsors: Council Members Telis and Cathcart) (At the 09-15-26 agenda review meeting, City Council deferred this item to the pending section of the 09-23-26 legislative agenda) Rick Giddings (As Amended at the 09-22-2026 Agenda Review)

Public Infrastructure, Environment and Sustainability Committee (PIES) (Pending)

Urban Experience Committee (UE) (Pending)

2. **OPR 2024-0785** Contract amendment to OPR 2024-0785 with Jewel's Helping Hands for operation of the Housing Navigation Center to: (1) extend operating hours, (2) add funding for to-go meal service, and (3) extend the contract term by three months. (City Council Sponsors: Council Members Zappone and Dixit) Keri Cederquist

3. **OPR 2026-0190** Contract amendment to OPR 2026-0190: amending the scope of work to add the Aurora Center as a shelter location under the Scattered Site Shelters contract starting 11/1/26 for 16 beds through 6/30/27, and increasing funds to cover operating expenses. (City Council Sponsors: Council Members Zappone and Dixit) Keri Cederquist

4. **OPR 2026-0800** 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 Norman-Jefferson Building was constructed in 1908 and 1910 and has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner. (Council Sponsors: Council Members Dillon and Telis) Megan Duvall

5. **OPR 2026-0801** Acceptance of annual formula grant (PY26 CDBG, HOME, ESG) from HUD. HUD allocates Community Development Block Grant (CDBG) funds, HOME Investment Partnership (HOME) funds, and Emergency Solution Grant (ESG) funds to the City of Spokane in its role as a participating jurisdiction. The PY2026 CDBG allocation is $3,117,573. The PY2026 HOME allocation is $1,092,547.60. The PY2026 ESG allocation is $265,184. (City Council Sponsors: Council Members Zappone and Dixit) Heather Page

6. **OPR 2026-0802** Conditional Commercial Building Conversion contract with NODO SPOKANE LLC (Spokane), for the property located at 126 W Sinto Ave, to create 25 dwelling units with a required 10% of affordable units. (City Council Sponsors: Council Members Zappone and Dixit) Amanda Beck

7. **OPR 2026-0803** Approval of contract with Nick Federici / Government Relations (Tacoma, WA) for State Legislative Services from October 1, 2026 to September 30, 2028, renewable for one additional term of two years, in the amount of $54,000 annually and $108,000 over the life of the two-year contract. (City Council Sponsors: Council Members Dillon and Dixit) Erik Poulsen

8. **OPR 2026-0804** Approval of contract with Luke Esser (Bellevue, WA) for State Legislative Services from October 1, 2026 to September 30, 2028, renewable for one additional term of two years, in the amount of $54,000 annually and $108,000 over the life of the two-year contract. (City Council Sponsors: Council Members Dillon and Dixit) Erik Poulsen

Finance and Administration Committee (F&A) (Pending)

C. Emergency Ordinances (Pending)

NOTE: Emergency ordinances are those that go into effect immediately upon passage and are not subject to veto by the mayor. Under the Spokane City Charter (Sections 16 and 19) and the Spokane Municipal Code (SMC 01.01.080), every emergency ordinance must be designated as such in the title of the ordinance and include a description of the circumstances that require the ordinance take immediate effect. Emergency ordinances require 5 affirmative votes of the council.

1. **ORD C36941** Providing regulatory relief for residential property owners rebuilding after the Spokane Complex Fires; and declaring an emergency. (Council Sponsors: Council Members Telis and Zappone) Adam McDaniel/Spencer Gardner

2. **ORD C36942** Extending the permit fee deferral program to the rebuilding of properties damaged or destroyed by the Spokane Complex Fires; adopting a new Section 08.21.090 to Chapter 08.21 of the Spokane Municipal Code; and declaring an emergency. (Council Sponsors: Council Members Telis and Zappone) Adam McDaniel

D. Special Budget Ordinances (Pending)

NOTE: Special Budget Ordinances amend the adopted biennial budget and include the reference to an “emergency” to comply with state laws regarding adoption of municipal budgets. Special Budget Ordinances require 5 affirmative votes of the council. Under the City Charter (Sections 16 and 24), Special Budget Ordinances are effective immediately but are subject to veto by the Mayor.

1. **ORD C36940** Amending Ordinance No. C36794, Entitled in part, "An Ordinance Adopting a Mid-Biennial Modification Budget for the City of Spokane", and amending it to appropriate opioid settlement funding for a contract extension of the Navigation Center, and declaring an emergency. (City Council Sponsors: Council Members Zappone and Dixit) Arielle Anderson

E. Resolutions (Pending)

1. **RES 2026-0066** Joint resolution authorizing the Spokane Airport to purchase property identified as Spokane County Assessor Parcel 24063.0104 (light industrial property located generally at unassigned address S. Hayford Road). (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Rob Schultz

2. **RES 2026-0067** A resolution adopting the allocations and project prioritization from the Residential Street Maintenance Program utilizing Transportation Benefit District (TBD) funding for 2027 and 2028. (Council Sponsors: Council Members Dixit and Klitzke) Jon Snyder

F. Ordinances (Pending)

1. **ORD C36939** Authorizing the sale, issuance and delivery of not to exceed $34,680,800 of the City's Water and Wastewater System revenue bond, series 2027 (taxable CWIFP loan) to finance a portion of certain work to maintain, upgrade and repair the Upriver Hydroelectric Dam. (Council Sponsors: Council Members Klitzke and Zappone) Reiner Hershaw

G. Special Considerations (Pending)

FURTHER ACTION DEFERRED ON PENDING LEGISLATIVE ITEMS

FINAL LEGISLATIVE ITEMS

Speakers will have up to two (2) minutes to address final legislative items, which will be grouped for public comment in the following manner: Board and Commission Appointments (2 minutes to speak to all items in this section); Reports, Contracts, and Claims (2 minutes to speak to all items in this section), Special Budget Ordinances, Resolutions (2 minutes to speak to all items in this section), Ordinances (2 minutes to speak to all items in this section), and Special Considerations (2 minutes to speak to all items in this section). Council is expected to take final action on these items during the evening legislative session.

A. Board and Commission Appointments (Final)

1. Police Ombuds Commission (CPR 2015-0034) – One Appointment
   - Jim Leighty

B. Reports, Contracts and Claims (Final)

Public Safety and Community Health Committee (PSCHC) (Final)

Public Infrastructure, Environment and Sustainability Committee (PIES) (Final)

1. **OPR 2022-0162** Original VB was for $80,000.00 annually for a five-year period. Amend the final year of the VB from $80,000.00 to $130,000.00. Request for Quotes #5587-22 was issued on 1/21/22 via the City's electronic bidding portal to more than 50 contacts. Two quotes were received by closing deadline on 2/4/22. Award is recommended to Core & Main (Spokane Valley, WA) as the low responsive, responsible bidder. Council Sponsors: Council President Wilkerson, Council Members Klitzke and Zappone)

2. **OPR 2024-0927** Contract renewal 2 of 2 with Action Materials (Spokane) for transportation of topsoil to the Northside Landfill from 11/15/2026 - 11/14/2027 and a total cost not to exceed $65,000.00, plus tax. (Council Sponsor: Council Member Klitzke)

3. **OPR 2025-0542** Contract Amendment with Shamrock Paving, Inc (Spokane, WA) for on-call paving services on an as needed basis not to exceed an additional $200,000.00 annually plus tax. (Council Sponsors: Council President Wilkerson, Council Members Klitzke and Zappone)

4. **OPR 2026-0780** Pre-approval for Purchase from National Auto Fleet Group, (Watsonville, CA) and Titan truck, (Spokane) of a Kenworth T300 Chassis equipped with a specialty Tapping body using Sourcewell Contract 081325-NAF for $370,268.70 including sales tax for the Water Department. (Council Sponsor: Council Member Klitzke)

5. **OPR 2026-0781** Contract award to Knight Const. & Supply, Inc. (Deer Park, WA) for as-needed mechanical repairs at the Waste to Energy Facility from 10/1/2026 - 9/30/2027 and a total cost not to exceed $2,500,000.00, plus tax. (Council Sponsor: Council Member Klitzke)

6. **OPR 2026-0782** Contract award to Knight Const. & Supply, Inc. (Deer Park, WA) for fabric filter bag changeout services from 10/15/2026 - 6/30/2028 and a total cost of $322,822.54, plus tax. (Council Sponsor: Council Member Klitzke)

7. **OPR 2026-0783** Contract award to SSEC APEX, Inc. (Hauser, ID) for emergency reseeding and erosion control due to wildfire damage at the City's Northside Landfill from 8/21/2026 - 6/30/2027 and a total cost not to exceed 1,331,000.00, plus tax. (Council Sponsor: Council Member Klitzke)

8. **OPR 2026-0784** Seeking approval for a Value Blanket with Specialty Mobile Mix, Inc. (Spokane, WA) for purchasing concrete mix as needed from 9/1/2026-9/30/2027 at a total cost not to exceed $75,000. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)

9. **OPR 2026-0785** Contract renewal with Washington State Department of Transportation (WSDOT) for snow and ice mitigation control from 10/1/2026-

10/31/2036; annual cost will vary depending on the winter and the maintenance work completed by WSDOT. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)

10. **OPR 2026-0786** Seeking approval for a contract with IDAX Traffic Data, LLC (Murfreesboro, TN) for vehicle counts throughout the City as needed from 8/1/2026-7/31/2028 at a total cost not to exceed $75,000. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)

11. **OPR 2026-0787** Seeking approval for a contract with Quality Counts, LLC (Athol, ID) for vehicle counts throughout the City as needed from 8/1/2026-7/31/2028 at a total cost not to exceed $75,000. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)

12. **OPR 2026-0788** An initial purchase of $90,720.00 has been made through Aardvark Bark Blowing and Landscape Services, LLC (Post Falls, ID) for twenty-one (21) trailer loads of 8-inch by 16-foot Tuff Sock wattles filled with Barr-Tech green medium compost. There will be additional purchases totaling roughly $300,000 made under the emergency non-competitive procurement justification form that was approved on August 13, 2026. (Council Sponsor: Council Member Klitzke)

13. **OPR 2026-0789** Council approval to award contract with lowest responsive, responsible bid, Shamrock Paving, Inc. (Spokane) to repair approximately 600 square yards of deteriorated asphalt close to gate one. The cost is $59,628.75 plus applicable taxes. (Council Sponsors: Council Members Klitzke and Zappone)

14. **OPR 2026-0790** Five-year Value Blanket with McGard, LLC (Orchard Park, NY) for purchases of fire hydrant locks and operating wrenches on an as-needed basis. (Council Sponsors: Council President Wilkerson, Council Members Klitzke and Zappone)

Urban Experience Committee (UE) (Final)

Finance and Administration Committee (F&A) (Final)

1. **OPR 2025-0781** Requesting to amend the A&E services contract for assessing City buildings for compliance with clean building act with HE SOLUTIONS, LLC, dba CUSTOM ENERGY (Spokane), adding $88,829 (plus applicable tax) to the existing approved contract amount. (At the 09-15-26 agenda review meeting, City Council added this item to the pending section of the 09-16-26 legislative agenda)

Report of the Mayor of Pending:

1. Pending claims & payments of previously approved obligations through: 09/11/2026. Total $7,337,727.21 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $7,049,261.48. (CPR 2026-0002)

C. Emergency Ordinances (Final)

NOTE: Emergency ordinances are those that go into effect immediately upon passage and are not subject to veto by the mayor. Under the Spokane City Charter (Sections 16 and 19) and the Spokane Municipal Code (SMC 01.01.080), every emergency ordinance must be designated as such in the title of the ordinance and include a description of the circumstances that require the ordinance take immediate effect. Emergency ordinances require 5 affirmative votes of the council.

1. **ORD 36920** An ordinance to extend the duration of interim zoning ordinance C36646 and subsequent ordinances concerning height limits, reiterating a work program, and declaring an emergency. (Council Sponsors: Council Members Dillon and Klitzke) (City Council brought this item back to the legislative agenda by a motion to reconsider and amended this item on 09-08-2026)

D. Special Budget Ordinances (Final)

NOTE: Special Budget Ordinances amend the adopted biennial budget, and include the reference to an “emergency” to comply with state laws regarding adoption of municipal budgets. Special Budget Ordinances require 5 affirmative votes of the council. Under the City Charter (Sections 16 and 24), Special Budget Ordinances are effective immediately but are subject to veto by the Mayor.

1. **ORD C36938** Amending ordinance No. C36794, entitled in part, "An ordinance adopting a mid-biennial modification budget for the City of Spokane" and amending it to increase appropriation to restore extensive unplanned damage at the Northside Landfill due to the August 2026 wildfires, and declaring an emergency. (Council Sponsors: Council Members Klitzke and Zappone)

E. Resolutions (Final)

1. ~~**RES 2026-0058** A resolution adopting a "Council Operations Guide pursuant to Section 9 of the Spokane City Charter and Chapter 02.005 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Klitzke) (Note: This item was originally deferred under the incorrect resolution number RES 2026-0059 as part of the 08-18-26 agenda review)~~ (At the 09-22 agenda review, this item was deferred to the Final section of the October 28, 2026 agenda)
2. **RES 2026-0065** Accepting U.S. Department of Housing and Urban Development Continuum of Care and Youth Homelessness Demonstration Grant Funds and Authorization Administration of the Awards (Council Sponsors: Council Members Zappone and Telis)

F. Ordinances (Final)

G. Special Considerations (Final)

OPEN FORUM

At the conclusion of legislative business, the Council may recess briefly and then convene an open public comment period for up to twenty (20) speakers, unless a majority of council members vote otherwise. If more than twenty (20) people sign up for open forum, the individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during the calendar month. Each speaker is limited to no more than two (2) minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (https://my.spokanecity.org/citycouncil/documents/) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: https://my.spokanecity.org/citycouncil/meetings/signup/. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Speakers must sign themselves in using a name. Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City other than items appearing on the final or draft agendas, pending hearing items, and initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

ADJOURNMENT

At the conclusion of the Council's business, the September 23, 2026, Regular Legislative Session of the City Council will be adjourned. The next Regular Agenda Review Meeting is scheduled for September 29, 2026, at 11:00 a.m. The next Regular Legislative Session of the City Council is scheduled for September 30, 2026, at 6:00 p.m.

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

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 09/15/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	9/9/2026
		Clerk's File #	RES 2026-0068
		Cross Ref #	
Council Meeting Date: 10/07/2026		**Project #**	
Submitting Dept	HOUSING & HOMELESS SERVICES	**Bid #**	
Contact Name/Phone	PARADIS 625-6510	**Requisition #**	
Contact E-Mail	PPOURZANJANI@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION APPROVING 2027 INCLEMENT WEATHER SHELTER OPERATORS		

Agenda Wording

A Resolution authorizing the City to enter into subrecipient contracts with Jewels Helping Hands and Catholic Charities for the operation of inclement weather surge capacity beds from 1/1/27 - 12/31/27, pursuant to the 2027 Inclement Weather Request for Proposals (RFP) that closed on August 16, 2026.

Summary (Background)

On July 15, 2026, HHS posted a Request for Proposals (RFP) to solicit applications for Inclement Weather Bed shelter operators for calendar year 2027. There were only 2 applicants: Catholic Charities and Jewels Helping Hands. On September 1, 2026, the CHHS Board voted to approve the Human Services Committee recommendation to support Catholic Charities and Jewels Helping Hands as inclement weather shelter operators. Attached to this agenda sheet is the Human Services Committee Recommendations for the inclement weather RFP as well as a draft copy of the resolution authorizing HHS to contract with Catholic Charities and Jewels Helping Hands for inclement weather beds from 1/1/27-12/31/27. The inclement weather beds will be funded by 1590 funds with $1 million available for inclement weather services. The attached resolution outlines $978,000 of the available funds will be awarded to support the following inclement weather projects: Catholic Charities - $678,000 House of Charity Shelter - Up to 35 beds for single men at approximately $69 per bed per night St. Margaret's Shelter - Up to 13 beds for families with children (based on availability) at approximately $75 per bed per night Jewels Helping Hands - $300,000 Morning Star Shelter - Up to 20 beds for adult women at $75 per bed per night The Inclement weather beds are activated in accordance with SMC 02.04.045, which dictates that inclement weather beds should be activated when the Wind Chill is predicted to be 32 degrees Fahrenheit or lower according to the National Weather Service or when the AQI reaches 201 or higher.

What impacts would the proposal have on historically excluded communities?

These funds will be used to support households experiencing homeless seeking safe, dry, warm shelter beds during inclement weather events in accordance with SMC 02.04.045.

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?

All data will be entered into HMIS and reports will be given to Council and the community on program utilization. In addition to this, providers are required to update bed availability/inventory in ShelterMe Spokane on a daily basis for community members seeking shelter availability.

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

Subrecipients are required to log inclement weather bed utilization in HMIS which allows us to better understand the supply and demand relationship for shelter beds in our community during inclement weather events as well as how funds may be shifted to support more beds for specific sub populations.

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?

These projects align with SMC 02.04.045 as well as the CoC's Five Year Strategic Plan to End Homelessness.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 978,000
Current Year Cost	$ 978,000
Subsequent Year(s) Cost	$

Narrative

Of the $978,000, $678,000 will be allocated to Catholic Charities and $300,000 will be allocated to Jewels Helping Hands to fund inclement weather beds from 1/1/27-12/31/27.

Amount		Budget Account
Expense	$ 978,000	# 1595-53126-51010-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Taxes

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

$1 million has been allotted to HHS for inclement weather services for calendar year 2027. These are 1590 HEART Funds that will support these projects through 12/31/27.

Expense Occurrence	One-Time

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

1590 HEART Funds

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.		
Division Director	KINDER, DAWN		
Accounting Manager	DUFFEY, ANDREW		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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RESOLUTION NO. 2026-0068

A Resolution authorizing the City to enter into subrecipient contracts for the operation of inclement weather surge capacity beds, pursuant to the *2027 Inclement Weather Request for Proposals* (RFP) that closed on August 16, 2026.

WHEREAS, The City may establish inclement weather centers when necessary to protect vulnerable individuals and families from extreme cold, extreme heat, poor air quality conditions, and severe weather events in accordance with SMC 02.04.045; and

WHEREAS, pursuant to RCW 82.14.530 and chapter 08.07C SMC, the City has imposed a sales and use tax, the money collected from which may be used for facilities providing housing-related services; and

WHEREAS, pursuant to the HEART Fund (1590 Sales and Uses Tax Revenue), $1,000,000 in funding has been made available for inclement weather services; and

WHEREAS, on July 15, 2026, the City of Spokane, through it's Housing and Homeless Services Department, issues the *2027 Inclement Weather Request for Proposals* (RFP) to identify qualified agencies to operate inclement weather beds beginning January 1, 2027, through December 31, 2027, that provide safe, low-barrier shelter beds to individuals and families experiencing homelessness during inclement weather events; and

WHEREAS, the RFP closed on August 16, 2026, and after thorough review and evaluation of the proposals by the Human Services Committee on August 26, 2026, and with the CHHS Board's approval of this recommendation on September 1, 2026, the following projects were recommended for funding:

1. Jewels Helping Hands – Morning Star Shelter - $300,000
2. Catholic Charities – House of Charity Shelter & St. Margaret's Shelter - $678,000

; and

WHEREAS, City Council approval is required to authorize the execution of subrecipient contracts for selected providers to operate inclement weather beds in accordance with the terms and funding outlined in the RFP.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane hereby approves entering into subrecipient contracts with the agencies selected through the *2027 Inclement Weather Request for Proposals* process, as recommended by the Human Services Committee; and

BE IT FURTHER RESOLVED that the City, by and through the appropriate officers, is authorized to execute all agreements, contract documents, and subsequent amendments necessary to implement the inclement weather shelter operations, provided such agreements are consistent with applicable funding sources and approved budget authority; and

BE IT FURTHER RESOLVED that these contracts shall be administered by the Housing and Homeless Services Department.

Passed by the City Council this _____ day of _____, 2026.

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

CHHS Human Services Committee Recommendations
August 2026

INCLEMENT WEATHER RFP, $1M available (unanimous recommendation)

1) **Fund all offered beds at Catholic Charities of Eastern Washington**
   - 35 beds at House of Charity (single men) at $69 per bed per night
   - 13 family beds, only if space available at St. Margarets at $75 per bed night
2) **Fund 20 offered beds at Jewels Helping Hands**
   - 20 beds at Morning Star Shelter (single women) at $75 per bed per night
   - Jewels had proposed 20 beds at the Housing Navigation Center but this was ruled out by the HHS Department since it's a day-time only shelter.

RECOMMEND FULL FUNDING OF ALL POTENTIALLY AVAILABLE BEDS:
20 beds @$75, JHH Morning Star Shelter ($300K if 200 nights)
13 beds @$75, CCEW St. Margarets ($195K if 200 nights)
35 beds @$69, CCEW House of Charity ($483K if 200 nights)

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/07/2026

Date Rec'd	9/8/2026		
Clerk's File #	RES 2026-0069		
Cross Ref #			
Project #			
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	AMANDA BECK X6414	**Requisition #**	
Contact E-Mail	ABECK@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION OF INTENTION TO MODIFY THE BOUNDARIES OF THE EAST		

Agenda Wording

A resolution declaring the intention of the City Council to expand the boundary of the East Sprague Parking and Business Improvement Area to include additional properties westward along Sprague Avenue to Hatch Street, as authorized by RCW 35.87A.075.

Summary (Background)

Once annually, City Council is authorized by RCW 35.87A to modify the boundaries of a Parking and Business Improvement Area (PBIA) so long as the expansion area doesn't have a projected assessment greater than ten percent of the most recent assessment for the existing area. Modification of the PBIA must be adopted by ordinance after a public hearing and notification to effected properties. This Resolution establishes the intent to modify the boundary of the East Sprague PBIA. The existing PBIA ends at Erie Street and would be expanded westward to Hatch Street, near the University District Pedestrian Bridge. The East Sprague Ratepayer Advisory Board has conducted outreach to the property owners within the expansion area to introduce the support services to be offered by the PBIA. All effected property owners will be provided notice of the proposed expansion and will be given an opportunity to make comments and/or objections at the public meeting on October 21, 2026.

What impacts would the proposal have on historically excluded communities?

Administration and management of the East Sprague PBIA is conducted by the BID Manager, the East Spokane Business Association (ESBA). ESBA is tasked with assisting existing and potential businesses that want to be located with the PBIA, and this can include women and minority owned businesses that benefit from an entity that can manage district-wide marketing and events to attract customers that support local Spokane businesses.

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?

The BID Manager completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves ratepayers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the East Sprague Ratepayer Advisory Board is one avenue through which both the City and ESBA know if ratepayers believe they are receiving services commensurate with the collected special assessment.

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

Expansion of the East Sprague Parking and Business Improvement Area has been in discussion with the property owners and businesses in the larger East Central neighborhood adjacent to the PBIA-rea since early 2025. Businesses and property owners located within the University District Public Development Area have indicated an interest in having the PBIA expand to offer coordinated services such as area promotion, event planning, sidewalk snow removal, and more.

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

The creation and continuation of the East Sprague PBIA achieves a large goal from the 2014 East Sprague Targeted Investment Pilot (TIP) Advisory Board's Implementation Plan, in alignment with the recommendations from the Smart Growth America technical assistance grant report on how to achieve an economically vibrant neighborhood through targeted public and private investments. This resolution of intent to expand the PBIA boundaries is in response to community input to expand the existing boundary westward. Adding more assessment generating properties without, with minimal increases to service demands, supports economic development focused specifically on the East Sprague area. This is in alignment with the vision and

Council Subcommittee Review

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

Narrative

The East Sprague PBIA is meant to be self-funding through the collection of the special assessments. This expansion should not materially add to city staffing needs.

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

Funding Source	Recurring
Funding Source Type	Program Revenue

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

The East Sprague PBIA is meant to be self-funding through the collection of the special assessments.

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MACDONALD, STEVEN		
Division Director	GARDNER, SPENCER		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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RESOLUTION 2026 - 0069

A RESOLUTION OF INTENTION TO MODIFY THE BOUNDARIES OF THE EAST SPRAGUE PARKING AND BUSINESS IMPROVEMENT AREA

WHEREAS, RCW 35.87A.075 authorizes City Council to take legislative action to modify the boundaries of the East Sprague Parking and Business Improvement Area; and

WHEREAS, the East Sprague Ratepayer Advisory Board met and voted on August 19, 2026, to recommend a westward expansion of the East Sprague Parking and Business Improvement Area along Sprague Avenue towards Hatch Street; and

WHEREAS, no previous expansion action has been taken by City Council to expand the East Sprague PBIA in 2026, and the proposed expansion area assessment is less than ten percent of the previously approved assessment roll.

NOW, THEREFORE, it is hereby resolved by the Spokane City Council:

1. The City Council declares its intention to modify the boundary of the East Sprague Parking and Business Improvement Area pursuant to RCW 35.87A.075, to expand the boundary from Sprague Avenue and South Erie Street westward to South Hatch Street, as depicted on Appendix A.

2. A public hearing before the Spokane City Council to consider the proposed modification and to take public testimony shall be held on October 28, 2026, starting at 6:00 p.m. in the City Council Chambers in the lower level of City Hall located at 808 W Spokane Falls Blvd.

3. The assessments for the expansion area shall be established pursuant to RCW 35.87A.080 and 35.87A.090 and any other applicable provision of Chapter 04.31C of the Spokane Municipal Code.

ADOPTED by the City Council this ____ day of October, 2026.

_____
City Clerk

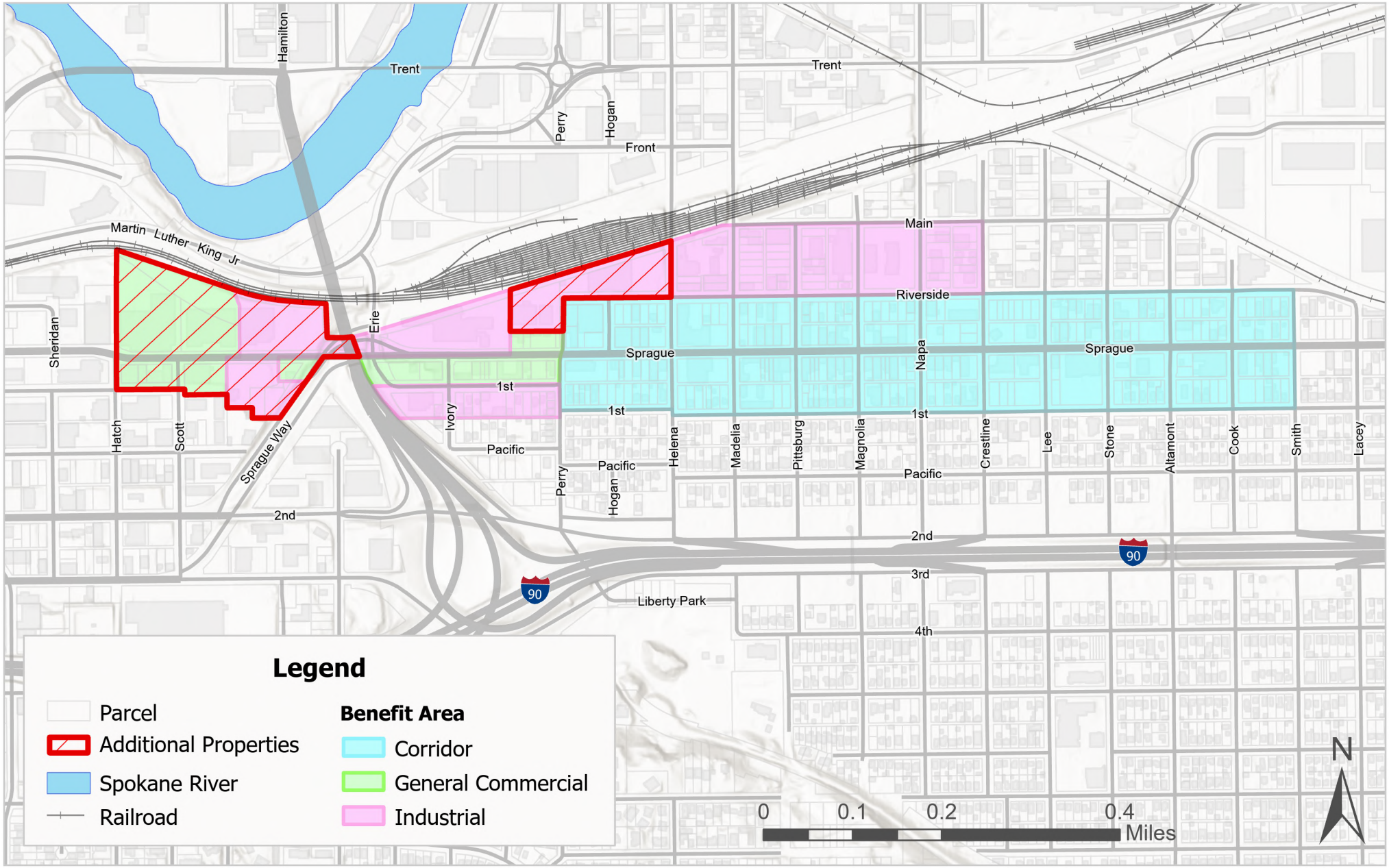
Approved as to form

_____
Assistant City Attorney

As amended 09-22-26

Appendix A

East Sprague Parking and Business Improvement Area Boundaries



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/07/2026

Date Rec'd	9/9/2026
Clerk's File #	RES 2026-0070
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING SERVICES
Contact Name/Phone	COLIN QUINN- X6804
Contact E-Mail	CQUINNHURST@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	KKLITZKE ZZAPPONE MCATHCART
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	DIVISION STREET TRANSIT ORIENTED DEVELOPMENT (TOD) PLAN

Agenda Wording

Resolution recognizing the Division Street Transit Oriented Development (TOD) Plan, jointly developed by the City of Spokane, Spokane County, and the Spokane Transit Authority through a community-supported planning process, as guidance for strategic updates to the City's development code, zoning map, and infrastructure programming in coordination with construction of the Division Street Bus Rapid Transit route.

Summary (Background)

This cooperative plan resulted from a joint grant application between the City of Spokane, Spokane County, and the Spokane Transit Authority for funding from the Federal Transit Administration through the federal Pilot Program for Transit Oriented Development, supporting communities with planned light rail or bus rapid transit investments. This plan results from land use policy, zoning code, infrastructure and station area analysis for select station areas along the Division Street corridor to leverage upcoming bus rapid transit investments for adjacent development value.

What impacts would the proposal have on historically excluded communities?

No immediate operational impacts. Impacts occur as new development and infrastructure is programmed and budgeted consistent with this plan. This plan outlines long-term land use policies and updates to the development code.

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?

This project assessed baseline conditions at focus areas, addressed transportation patterns, land use patterns, and demographic conditions. The project included multiple rounds of public engagement consisting of questionnaires, surveys, and online mapping activities, as well as public meetings and presentations. A Steering Committee made up of elected and non-elected City, County, and agency representatives from the project area provided guidance and feedback throughout the study.

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

Ongoing engagement will continue using these assessment strategies to adjust land use policies and development codes and to consider implementation strategies for proposed solutions and policy recommendations. Subsequent investments, plans, policy changes and studies will be measured using these same methods to determine changes as compared to baseline conditions. Future planning and infrastructure projects will continue seeking public input using these methods and will continue using market analysis methods to assess changes in conditions.

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

This proposal aligns with key land use policies in the City's Comprehensive Plan, as well as neighborhood and subarea plans and studies, including: Chapter 3, Land Use: • LU 2: Public Realm Enhancement • LU 3: Efficient Land Use • LU 4: Transportation o LU 4.6: Transit-Supported Development Chapter 4, Transportation: • TR 2: Transportation Supporting Land Use • TR 5: Active Transportation • TR 6: Commercial Center Access • TR 7: Neighborhood Access • TR 9: Promote Economic Opportunity Chapter 7, Economic Development: • ED 2: Land Available for Economic Activities • ED 3: Strong, Diverse, and Sustainable Economy This project also aligns with previous studies and plans conducted by the Spokane Transit Authority

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 10000
Current Year Cost	$ 5000
Subsequent Year(s) Cost	$ 5000

Narrative

This plan provides the results of a community-supported visioning process, land use policy assessment, zoning code analysis, and station area planning process for selected station areas along the Division Street corridor to plan for land use changes

Amount		Budget Account
Revenue	$ Grant award amount: $405,000	# 1360-XXXXX-99999-3XXXX-99999
Expense	$ City match: $10,00 ($5,000 in 2026 and	# 1360-XXXXX-58620-54201-99999 $405,000
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

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

Yes, this funding is sustainable for the one-time expense through Planning Services consultant budgeting.

Expense Occurrence	One-Time

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

In-kind staff time match.

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER	**ACCOUNTING -**	BROWN, SKYLER
Division Director	GARDNER, SPENCER		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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RESOLUTION NO. 2026-0070

A resolution adopting the Division Street Transit-Oriented Development Plan.

WHEREAS, the City of Spokane has adopted a Comprehensive Plan that complies with the requirements of the Washington State Growth Management Act, including a Land Use element meeting the requirements set forth in RCW 36.70A.070(1) and a Transportation element meeting the requirements set forth in RCW 36.70A.070(6); and

WHEREAS, the City of Spokane's Comprehensive Plan Land Use element contains Policy LU 4.6 – Transit-Supported Development that encourages transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit stops; and

WHEREAS, the PlanSpokane 2046 Periodic Update of the City of Spokane's Comprehensive Plan includes Goal GS-6.1, Transit-Oriented Development to encourage higher intensity development, a mix of employment, residential, and commercial uses, and appropriate development design in areas of existing or planned high-performance transit; and

WHEREAS, the Division Street TOD Plan is consistent with the PlanSpokane 2046 Comprehensive Plan Periodic Update planning process, growth scenarios, and draft Future Land Use Map, and the general recommendations for land use adjustments have been incorporated into the PlanSpokane 2046 Future Land Use Map and are under consideration as part of that process.

WHEREAS, the Spokane Transit Authority (STA) is implementing Bus Rapid Transit (BRT) on Division Street, a corridor-based Bus Rapid Transit system running from Downtown Spokane north through Spokane County, accessing the Riverside, East Central, Emerson/Garfield, Logan, North Hill, Nevada Heights, and Shiloh Hills neighborhood councils; and

WHEREAS, the Spokane Regional Transportation Council (SRTC) and the STA jointly led the DivisionConnects transportation and land use study, which identified Bus Rapid Transit alignment scenarios, multi-modal transportation investments and land use opportunities along the Division Street corridor; and

WHEREAS, the Spokane Transit Authority Board of Directors adopted a Locally Preferred Alternative for the Division Street Bus Rapid Transit project on April 15, 2021, Resolution # 785-21; and

WHEREAS, the Spokane Transit Authority, Spokane County and City of Spokane jointly submitted a grant application on June 21, 2021, to the Federal Transit Administration's Pilot Program for Transit-Oriented Development, NOFO # FTA-2021-004-TPE-TODP, for preparation of transit-supportive land use and infrastructure investment recommendations for the Division Street corridor; and

WHEREAS, the Federal Transit Administration (FTA) granted $405,000 to the STA, City of Spokane and Spokane County to plan for TOD at transit stations on the Division Street bus rapid transit line, the grant was accepted by the STA, City of Spokane, and Spokane County under an Interlocal Agreement, contract # OPR 2023-1071, and the award was made official on August 15, 2024, under FAIN# WA-2024-034; and

WHEREAS, representatives of the Washington State Department of Transportation (WSDOT), SRTC, STA, Spokane County and the City of Spokane issued a competitive Request for Qualifications, City of Spokane RFQu #6048-24, and selected a team led by MIG, Inc. and including Kittelson & Associates, Inc. and Leland Consulting Group, to carry out the Division Street TOD Plan; and

WHEREAS, the Division Street TOD Plan assessed existing opportunities and challenges around selected transit station areas on Division Street, and recommended policies, strategies, regulations, and investments to create transit-supportive development in Division Street station areas; and

WHEREAS, the Division Street TOD Plan supports Transit Oriented Development that ensures people experience the benefits of transit access, regardless of income, race, ethnicity, age, gender, or ability; and

WHEREAS, the Division Street TOD Plan includes an economic analysis that identified the most viable type of residential construction in the short-term and long-term, and this economic analysis of the Division Street corridor is based on market assumptions and interviews from local developers; and

WHEREAS, the Division Street TOD Plan includes a transportation analysis that identifies the most impactful intersection and corridor improvements to improve the transportation network adjacent to Division Street, and this analysis is consistent with national best practices and informed by local knowledge; and

WHEREAS, the Division Street TOD Plan includes a matrix of implementable actions for land use and urban design, economic development, and transportation both within the City of Spokane and Spokane County, while the City of Spokane retains land use authority for only those portions of the Plan pertaining to areas within City limits; and

WHEREAS, the Division Street TOD Plan will be utilized to leverage future funding for land use and transportation plans and developments adjacent to Bus Rapid Transit systems and high-performance transit lines; and

WHEREAS, the Division Street TOD Plan guides future zoning and land use designations adjacent to Bus Rapid Transit systems and high-performance transit lines by providing a model for compact development with multi-modal access; and

WHEREAS, community engagement for the Division Street TOD Plan included two public surveys and in-person public engagement including three public meetings and two rounds of pop-up tabling events at community destinations as summarized on page 5 of Appendix E: Phase 2 Community Engagement Visioning Summary; and

WHEREAS, the public meetings were held September 26, 2024, at Natural Grocer's on North Division; February 27, 2025, at Northtown Mall; and October 22, 2025 at the Wonder Building, as summarized in the Plan on page 3 of Appendix D: Phase 1 Community Engagement – Kickoff Open House and Listening Session Summary and on Page 3 of Appendix E: Phase 2 Community Engagement Visioning Summary; and

WHEREAS, partner and community engagement in the Division Street TOD Plan also included four Community Advisory Committee and Technical Advisory Committee meetings with community organizations and partner agencies as summarized in Appendix C: Technical Advisory Committee (TAC) and Community Advisory Committee (CAC) Meeting Summaries; and

WHEREAS, Neighborhood Council presentations were held at the North Hill Neighborhood Council on November 9, 2023, and at the Hillyard Neighborhood Council on May 8, 2025; and

WHEREAS, development of the Division Street TOD Plan included five plan commission workshops and one plan commission public hearing, and two City Council sub-committee presentations; and

WHEREAS, the Spokane City Plan Commission workshops were held January 8, 2025; March 12, 2025; June 11, 2025; September 10, 2025; October 8, 2025; and the Plan Commission public hearing was held on August 26, 2026, and the associated Findings & Conclusions subsequently signed by the Plan Commission president and provided for consideration to City Council; and

WHEREAS, City Council presentations were held on May 17, 2021, at the Finance & Administration Committee, on September 25, 2023, at the Public Infrastructure Environment and Sustainability sub-committee on June 3, 2024, at the Urban Experience sub-committee, and on October 23, 2023, at the Legislative Meeting of the City Council, where the Interlocal Agreement for the Division Street TOD Plan was approved;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council recognizes the Division Street Transit-Oriented Development Plan as the city's policy framework for transit-oriented development and multi-modal access at Bus Rapid Transit station areas along Division Street, with recommendations addressing development scenarios, policies, regulations, and investments in public infrastructure to increase the potential for transit-oriented development at key station area; and

BE IT FURTHER RESOLVED that the Spokane City Council adopts the Division Street Transit-Oriented Development Plan, as shown in Attachment A, as the City of Spokane's plan for future actions to increase the City's Transit Oriented Development capacity.

Passed by the City Council this _____ day of _____ 2026.

_____
City Clerk

Approved as to form:

Assistant City Attorney

SPOKANE CITY PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING THE DIVISION STREET TRANSIT ORIENTED DEVELOPMENT (TOD) PLAN

A Recommendation from the City Plan Commission to the City Council recognizing the Division Street Transit Oriented Development (TOD) Plan as a guide for future policy development and potential regulatory, infrastructure, and programmatic implementation measures.

FINDINGS OF FACT:

A. The City of Spokane adopted a Comprehensive Plan in 2001 that complies with the requirements of the Washington State Growth Management Act, including a land use element as well as a transportation element that is consistent with the land use element, meeting the requirements set forth in RCW 36.70A.070(2).

B. The City of Spokane has adopted a preferred alternative for the 2026 periodic update of the City's Comprehensive Plan and the Division Street TOD Plan implements this preferred alternative by including recommendations for land use, design guidelines, and implementation measures.

C. The City of Spokane land use element contains Policy LU 4.1 – Coordinate land use and transportation planning to result in an efficient pattern of development that supports alternative transportation modes consistent with the Transportation Chapter and makes significant progress toward reducing sprawl, traffic congestion, and air pollution.

D. The City of Spokane land use element contains Policy LU 4.6 – Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit stops.

E. The Division Street TOD Plan is consistent with the PlanSpokane 2046 Comprehensive Plan Periodic Update planning process, growth scenarios, and draft Future Land Use Map, and the general recommendations for land use adjustments have been incorporated into the PlanSpokane 2046 Future Land Use Map and are under consideration as part of that process.

F. The PlanSpokane 2046 Periodic Update of the City of Spokane's Comprehensive Plan includes Goal GS-6.1, Transit-Oriented Development to encourage higher intensity development, a mix of employment, residential, and commercial uses, and appropriate development design in areas of existing or planned high-performance transit.

G. The City of Spokane transportation element contains Policy TR 2 – Maintain an interconnected system of facilities that allows travel on multiple routes by multiple modes, balancing access, mobility and place-making functions with consideration and alignment with the existing and planned land use context of each corridor and major street segment.

H. The Spokane Transit Authority (STA) is implementing Bus Rapid Transit (BRT) on Division Street, a corridor-based Bus Rapid Transit system running from Downtown Spokane north through Spokane County, accessing the Riverside, East Central, Emerson/Garfield, Logan, North Hill, Nevada Heights, and Shiloh Hills neighborhood councils.

I. The Spokane Regional Transportation Council (SRTC) and the STA jointly led the DivisionConnects transportation and land use study, which identified Bus Rapid Transit alignment scenarios, multi-modal transportation investments and land use opportunities along the Division Street corridor.

J. The Spokane Transit Authority Board of Directors adopted a Locally Preferred Alternative for the Division Street Bus Rapid Transit project in 2021.

   The Spokane Transit Authority, Spokane County and City of Spokane jointly submitted a grant application to the Federal Transit Administration's Transit-Oriented Development Pilot Program for preparation of transit-supportive land use and infrastructure investment recommendations for the Division Street corridor.

K. The Federal Transit Administration (FTA) awarded a $405,000 Pilot Program for Transit-Oriented Development grant in 2021 to plan for TOD at transit stations on the Division Street bus rapid transit line, and the grant was accepted in 2023 under an Interlocal Agreement, contract #OPR 2023-1071.

L. Representatives of the Washington State Department of Transportation (WSDOT), SRTC, STA, Spokane County and the City of Spokane issued a competitive Request for Qualifications (RFQ) to conduct development of the Division Street Transit Oriented Development (TOD) Plan.

M. The RFQ led to selection of MIG, a consulting firm with expertise in planning, urban design, and community engagement, who led a team including Leland Consulting Group and Kittelson & Associates, Inc. to undertake the planning process for the Division Street corridor, assessing land use, transportation, urban design, and economic development, and on this basis provide a series of recommendations for inclusion in the PlanSpokane 2046 Comprehensive Plan update.

N. Outreach and public communication began in the Fall of 2024 and included a project web page, interactive online surveys allowing people to envision what the Division Street corridor could look like in the future, and in-person workshops in multiple phases of the project.

O. Public meetings were held September 26, 2024, at Natural Grocer's on North Division; February 27, 2025, at Northtown Mall; and October 22, 2025, at the Wonder Building, as summarized in the Plan on page 3 of Appendix D: Phase 1 Community Engagement – Kickoff

Open House and Listening Session Summary and on Page 3 of Appendix E: Phase 2 Community Engagement Visioning Summary.

P. Two rounds of pop-up tabling events at popular community destinations along the corridor informed development of the Plan, as summarized on page 5 of Appendix E: Phase 2 Community Engagement Visioning Summary.

Q. Partner and community engagement in the Division Street TOD Plan also included four Community Advisory Committee and Technical Advisory Committee meetings with community organizations and partner agencies as summarized in Appendix C: Technical Advisory Committee (TAC) and Community Advisory Committee (CAC) Meeting Summaries.

R. The Community Advisory Committee meetings were held January 7, 2025; June 5, 2025; September 24, 2025; and June 3, 2026, and included representatives of community organizations, non-profits, advocacy groups, neighborhood councils, educational institutions, employers, developers, real estate professionals, and medical institutions as summarized in the Plan in on Appendix C: Technical Advisory Committee (TAC) and Community Advisory Committee (CAC) Meeting Summaries.

S. Technical Advisory Committee meetings were held January 7, 2025; June 5, 2025; September 24, 2025; and June 3, 2026, and included representatives of WSDOT, STA, Spokane County, SRTC and various City departments including the Streets Department, Public Works, Integrated Capital Management, the Development Services Center, and City Council members, as summarized in the Plan in on Appendix C: Technical Advisory Committee (TAC) and Community Advisory Committee (CAC) Meeting Summaries.

T. The resulting Division Street TOD Plan included an economic analysis that identified the most viable type of residential construction in the short-term and long-term. This economic analysis of the Division Street corridor is based on market assumptions and interviews from local developers led by Leland Consulting Group.

U. The Division Street TOD Plan includes a transportation analysis that identifies the most impactful intersection and corridor improvements to improve the transportation network adjacent to Division Street. This transportation analysis was conducted by Kittelson & Associates, Inc. consistent with national best practices and informed by local knowledge.

V. The Division Street TOD Plan includes a matrix of implementable actions for land use and urban design, economic development, and transportation.

W. Neighborhood Council presentations were held at the North Hill Neighborhood Council on November 9, 2023, and at the Hillyard Neighborhood Council on May 8, 2025.

X. The process for the Division Street TOD Plan included five plan commission workshops and one plan commission public hearing, and two City Council sub-committee presentations.

Y. Spokane City Plan Commission workshops were held January 8, 2025; March 12, 2025; June 11, 2025; September 10, 2025; October 8, 2025.

Z. City Council presentations were held on May 17, 2021, at the Finance & Administration Committee, on September 25, 2023, at the Public Infrastructure, Environment & Sustainability Committee and on June 3, 2024, at the Urban Experience Committee, and the City Council adopted the Division Street TOD Interlocal Agreement at the Legislative Meeting of October 23, 2023.

AA. On August 26, 2026, the City Plan Commission held a public hearing on the recommendations of the Division TOD Plan. At the public hearing, the Plan Commission heard testimony on the Plan recommendations and deliberated on the proposed plan.

CONCLUSIONS:

Based upon the recommendations of the Division Street TOD Plan and associated appendices, staff analysis, agency and public comments received, and public testimony presented, the Plan Commission makes the following conclusions with respect to the Division Street TOD Plan:

1. The recommendations of this plan are consistent with the goals and purposes of the Growth Management Act.
2. Interested agencies and the public have had extensive opportunities to participate throughout the process and people desiring to comment have been given that opportunity to comment.
3. Recommendations for changes to land use and zoning districts are expected to be incorporated into the periodic update of the Comprehensive Plan currently being reviewed by the Plan Commission.

RECOMMENDATION:

In the matter of the recommendations of the Division Street TOD Plan:

As based upon the above listed findings and conclusions, by a unanimous vote, the Plan Commission takes the following actions:

(1) Recommends to City Council the **APPROVAL** of a resolution adopting the Division Street TOD Plan as the City's policy to guide future growth, development, and public investment in the Division Street TOD area.

(2) Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the resolution.

Jesse Bank
Jesse Bank (Sep 8, 2026 15:17:59 PDT)

Jesse Bank, President
Spokane Plan Commission
August 26, 2026

DivisionTOD_PC Findings and Conclusion_8.28.2026_updated 9.3.26 (002)

Final Audit Report 2026-09-08

Created:	2026-09-08
By:	Emily King (eking@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABaiJXMYqUCZ55tm98kFvSHQvSU2wxfqx

"DivisionTOD_PC Findings and Conclusion_8.28.2026_updated 9.3.26 (002)" History

Document created by Emily King (eking@spokanecity.org)
2026-09-08 - 8:57:17 PM GMT

Document emailed to Jesse Bank (jbank@spokanecity.org) for signature
2026-09-08 - 8:57:21 PM GMT

Email viewed by Jesse Bank (jbank@spokanecity.org)
2026-09-08 - 10:15:55 PM GMT

Document e-signed by Jesse Bank (jbank@spokanecity.org)
Signature Date: 2026-09-08 - 10:17:59 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-09-08 - 10:17:59 PM GMT

Adobe Acrobat Sign

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/07/2026

Date Rec'd	9/8/2026		
Clerk's File #	ORD C36943		
Cross Ref #			
Project #			
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	AMANDA BECK X6414	**Requisition #**	
Contact E-Mail	ABECK@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AN ORDINANCE EXPANDING THE BOUNDARIES OF THE EAST SPRAGUE		

Agenda Wording

An ordinance expanding the boundary of the East Sprague Parking and Business Improvement Area to include additional properties westward along Sprague Avenue to Hatch Street, as authorized by RCW 35.87A.075.

Summary (Background)

Once annually, City Council is authorized by RCW 35.87A to modify the boundaries of a Parking and Business Improvement Area (PBIA) so long as the expansion area doesn't have a projected assessment greater than ten percent of the most recent assessment for the existing area. Following a Resolution of Intent, modification of the PBIA must be adopted by ordinance after a public hearing and notification to effected properties. This Ordinance will modify the boundary of the East Sprague PBIA to add new parcels. The existing PBIA ends at Erie Street and would be expanded westward to Hatch Street, near the University District Pedestrian Bridge. A concurrent amendment of Spokane Municipal Code Section 04.31C.020 is also required to update the codified boundaries of the PBIA. The East Sprague Ratepayer Advisory Board has conducted outreach to the property owners within the expansion area to introduce the support services to be offered by the PBIA. All effected property owners will be provided notice of the proposed expansion and will be given an opportunity to make comments and/or objections at the public meeting on October 21, 2026.

What impacts would the proposal have on historically excluded communities?

Administration and management of the East Sprague PBIA is conducted by the BID Manager, the East Spokane Business Association (ESBA). ESBA is tasked with assisting existing and potential businesses that want to be located with the PBIA, and this can include women and minority owned businesses that benefit from an entity that can manage district-wide marketing and events to attract customers that support local Spokane businesses.

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?

The BID Manager completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves ratepayers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the East Sprague Ratepayer Advisory Board is one avenue through which both the City and ESBA know if ratepayers believe they are receiving services commensurate with the collected special assessment.

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

Expansion of the East Sprague Parking and Business Improvement Area has been in discussion with the property owners and businesses in the larger East Central neighborhood adjacent to the PBIA-rea since early 2025. Businesses and property owners located within the University District Public Development Area have indicated an interest in having the PBIA expand to offer coordinated services such as area promotion, event planning, sidewalk snow removal, and more.

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

The creation and continuation of the East Sprague PBIA achieves a large goal from the 2014 East Sprague Targeted Investment Pilot (TIP) Advisory Board's Implementation Plan, in alignment with the recommendations from the Smart Growth America technical assistance grant report on how to achieve an economically vibrant neighborhood through targeted public and private investments. This resolution of intent to expand the PBIA boundaries is in response to community input to expand the existing boundary westward. Adding more assessment generating properties without, with minimal increases to service demands, supports economic development focused specifically on the East Sprague area. This is in alignment with the vision and

Council Subcommittee Review

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

Narrative

The East Sprague PBIA is meant to be self-funding through the collection of the special assessments. This expansion should not materially add to city staffing needs.

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

Funding Source	Recurring
Funding Source Type	Program Revenue

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

The East Sprague PBIA is meant to be self-funding through the collection of the special assessments.

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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smacdonald@spokanecity.org	sgardner@spokanecity.org
abeck@spokanecity.org	eking@spokanecity.org

ORDINANCE NO. C36943

An ordinance expanding the boundaries of the East Sprague Parking and Business Improvement Area and amending Section 04.31C.020 of the Spokane Municipal Code.

WHEREAS, RCW 35.87A.075 authorizes City Council to take legislative action to modify the boundaries of the East Sprague Parking and Business Improvement Area; and

WHEREAS, the East Sprague Ratepayer Advisory Board met and voted on August 19, 2026, to recommend a westward expansion of the East Sprague Parking and Business Improvement Area along Sprague Avenue towards Hatch Street; and

WHEREAS, no previous expansion action has been taken by City Council to expand the East Sprague PBIA in 2026, and the proposed expansion area assessment is less than ten percent of the previously approved assessment roll; and

WHEREAS, the City Council approved a Resolution of Intent to modify the East Sprague Parking and Business Improvement Area boundaries on October 7, 2026, and notice of the public hearing was sent to effected property owners with fifteen days notice.

NOW, THEREFORE, the Spokane City Council does ordain:

Section 1. That Section 04.31C.020 of the Spokane Municipal Code is amended to read as follows:

Section 04.31C.020 BID Boundaries

The East Sprague Parking and Business Improvement Area shall be within the following boundaries geographically shown on the map attached as Appendix A (((~~East Sprague Parking and Business Improvement Area Boundaries~~))), which is incorporated herein by reference:

- From the intersection of S Smith Street and E 1st Avenue, proceed west along E 1st Avenue to S Perry Street.
- From the intersection of S Perry Street and E 1st Avenue, proceed south along S Perry Street a half block to 1st – Pacific Alley.
- From 1st – Pacific Alley and S Perry Street, proceed west until Hamilton Street / I-90.
- From Hamilton Street / I-90, proceed north ((~~until the railroad~~)) <u>to the intersection of Hamilton Street / I-90 and E Sprague Avenue, proceed west along E Sprague Avenue and then southwest along S Sprague Way to the southeast corner of Parcel 35201.4211 then proceed west following the western boundary of Parcel</u>

35201.4216 then proceed north along the parcel boundary until reaching Parcel 35201.4115.

- From the southeastern corner of Parcel 35201.4115 proceed west, then proceed north to Parcel 35201.0111.
- Proceed west along Parcel 35201.0111 to E 1st Avenue to the intersection of E 1st Avenue and S Hatch Street.
- From the intersection of E 1st Avenue and S Hatch Street proceed north to the southwest corner of Parcel 35174.0583, then north along the parcel boundary to the railroad.
- From the northwestern corner of Parcel 35174.0583 follow the railroad right-of-way to N Hamilton St and then proceed south to S Sprague Avenue.
- From the intersection of N Erie Street and the railroad, proceed northeast along the railroad right-of-way ((~~until the northeast corner of parcel 35174.0546; then, proceeding south along the boundary of parcel 35174.0546~~)) to N Madelia Street.
- ~~From the intersection of parcel 35174.0546 and 35174.0552, proceed east along the northern boundary of parcel 35174.0552 to N Perry Street.~~
- ~~From N. Perry St, proceed north along N Perry Street to E Riverside Ave.~~
- ~~From the intersection of E Riverside Ave and N Perry St proceed east along E Riverside Ave to N Helena Street.~~
- ~~From the intersection of N. Helena Street and E Riverside Street proceed north along N Helena until the railroad.~~
- ~~From the intersection N Helena Street and the railroad, proceed northeast along the railroad right of way until N Madelia Street.~~))
- From the intersection of N Madelia Street and E Main Ave., proceed east along E Main Ave until N Crestline Street.
- From the intersection of N Crestline Street and E Main Ave, proceed south along N Crestline Street to E Riverside Ave.
- From the intersection of E Riverside Ave and N Crestline Street, proceed east along E Riverside Ave to S Smith Street.
- From the intersection of S Smith Street and E Riverside Ave., proceed south along S Smith Street to E 1st Ave.

When a street or alley is named, the area boundary is the centerline of the right-of-way including vacant portions unless otherwise specified in the description.

In the case of a conflict between the description of the area and the map, the description shall control.

The above description will hereafter be referred to as the “business improvement district” or “BID.” Businesses, as described in RCW 35.87A.020, real properties (including improvement thereon), multifamily residential, mixed-use projects, shall be subject to special assessments as authorized by RCW 35.87A.010.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

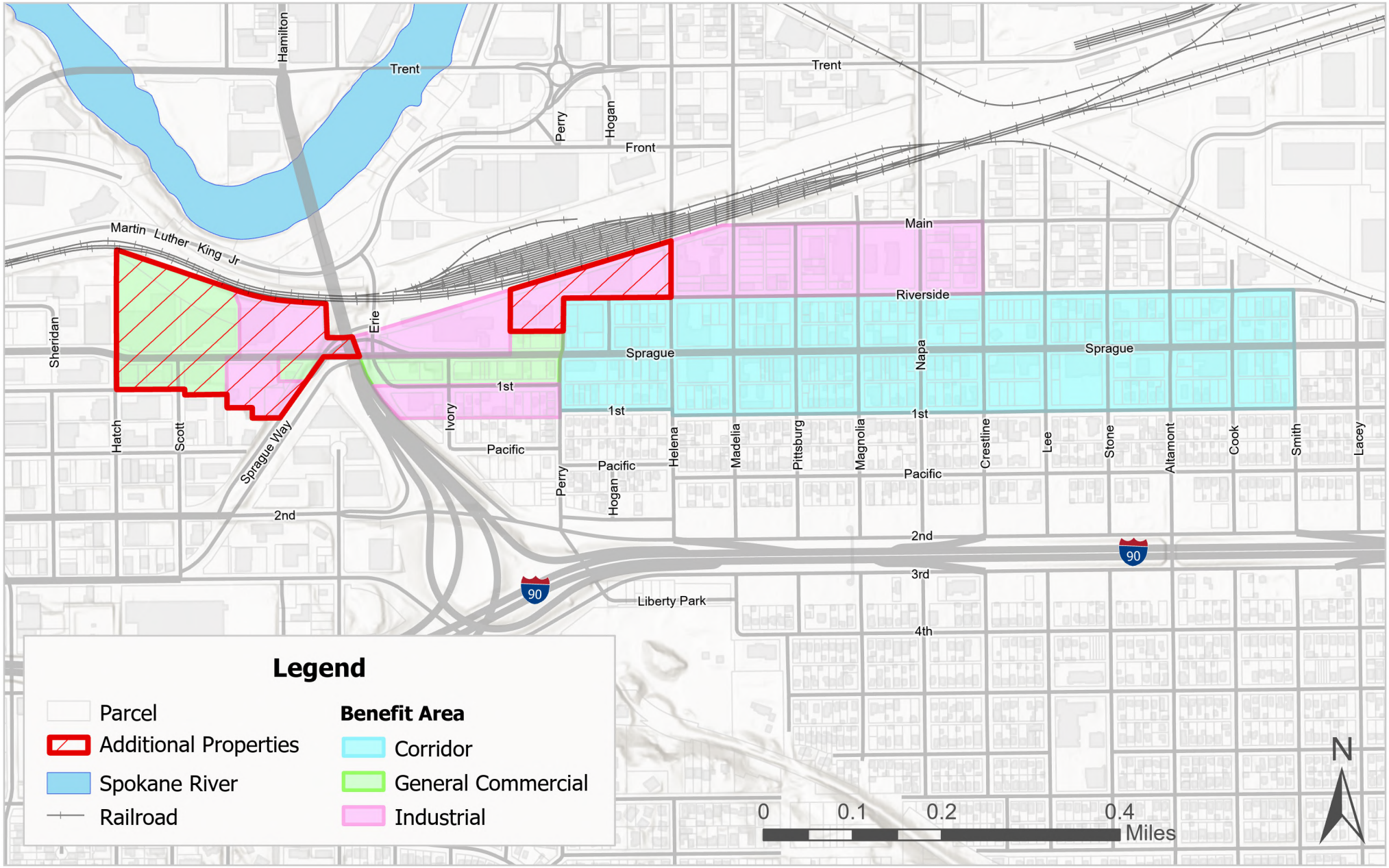
_____
City Attorney

_____
Date

_____
Effective Date

Appendix A

East Sprague Parking and Business Improvement Area Boundaries



Amended Agenda Sheet for City Council: **Committee:** Public Safety **Date:** 09/01/2026 **Committee Agenda type:** Reports, Contracts & Claims **Council Meeting Date:** ((~~09/16/2026~~)) **09/23/26**		**Date Rec'd**	7/27/2026
		Clerk's File #	OPR 2026-0762
		Cross Ref #	
		Project #	
Submitting Dept	FLEET SERVICES	**Bid #**	
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	RE 20998000
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	FLEET SERVICES - PRE-APPROVAL TO PURCHASE 18 VEHICLES FOR POLICE		

Agenda Wording

Pre-approval to purchase 18 Police vehicles from Bud Clary Dealerships (Longview, WA) for $1,475,130 including commissioning and applicable sales tax.

Summary (Background)

SPD would like to purchase 18 new vehicles for 2026 as follows: 5 Ford Maverick, 4 Chevrolet Tahoe, 7 Patrol equipped Ford Explorer, 1 K9 equipped Ford Explorer, and 1 Patrol Sgt/Lt equipped Ford Explorer. Vehicle drivetrain selection will prioritize hybrid electric (HEV) drivetrains as available. All vehicles (or similar vehicles as specifications and availability allow), will be purchased using a Washington Department of Enterprise Services contract or otherwise following City Competitive purchasing procedures. Total cost is $1,475,130 including sales tax and commissioning. Funding is via SIP loan. Pre-purchase approval is necessary to allow flexibility amid uncertainty of availability and specifications.

As amended 09-22-26

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Fleet Services collects lifecycle cost data for future analysis.

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

Aligns with City CIP and Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact	
Approved in Current Year	YES
Total Cost	$ 1,475,130
Current Year Cost	$ 1,475,130
Subsequent Year(s) Cost	$ 0

Narrative

Vehicles are to be purchased using cooperative contracts or approved City competitive purchasing practices.

Amount		**Budget Account**
Expense	$ 1,100,000	# 5902-79115-94210-56404-68406
Expense	$ 375,130	# 5902-79115-94210-56416-68406
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

Yes

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	GIDDINGS, RICHARD	**PURCHASING**	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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ssclark@spokanecity.org	kahaack@spokanecity.org
fleetservicesaccounting@spokanecity.org	

Taxes & Licenses Department
808 W Spokane Falls Blvd
Spokane WA 99201-3336
509-625-6070
taxesandlicenses@spokanecity.org

Business License Exemption Request Form

SMC 8.01.070 states that no person may engage in business in the City or "with the City" without first having obtained a Washington State business license with City of Spokane endorsement.

Spokane Municipal Code allows for business license exemption for certain limited activities. If you think your business is exempt, please fill out this form, sign and submit it to the Taxes and License department. Submissions can be accepted via email or physical mail to the contact information identified above.

Select the exemption(s) that apply:

- ☐ **Public Rule 0860-24-01 – rule 3 – insurers and insurance agents, excluding other title insurers.**
- ☐ **Public Rule 0860-24-01 – rule 10, & SMC 08.01.090 E – exemption for farmers & gardeners.**
- ☐ **SMC 08.01.090 – A – presenters at convention or trade show with limited entry.**
- ☐ **SMC 08.01.090 – C – persons or entities operating at locations managed by an airport board.**
- ☐ **SMC 08.01.090 – D – where preempted by Federal or state constitution or laws.**
- ☐ **SMC 08.01.090 – F – School groups conducting occasional sale from a temporary location.**
- ☐ **SMC 08.01.090 – G – The business does not have contracts with the City in any calendar year with an accumulated value exceeding $12,000. Value of current contract is _____**
- ■ **SMC 08.01.195 – D – seller outside of the City delivering goods by means of common carrier**

CERTIFICATION OF BUSINESS ACTIVITIES

I, Kathleen Brennan hereby do certify to the City of Spokane that the business I represent, known as Clary Longview LLC does not conduct nor solicit business activities within the City of Spokane, except for the business activities under the above identified exemptions.

Kathleen Brennan	Government Contracts Manager
Signature	Title
kathleen.brennan@budclary.com	360-423-4321
email	phone
700 7th Avenue	Longview, WA 98632
Address	City, State, Zip
Date: 10/22/25	UBI#604671883 (Washington State, if available)

For Internal Use only: Approved: ☑ Rejected: ☐

If rejected provide reason:

Reviewed By: [signature] Date: 10/27/25

Rev May 2025

Approved: Matt Boston
Approved as to form: Elizabeth Schoedel, Asst. City Attorney

OPR 2026-0762 (TELIS AMENDMENT) (09-17-26)

PURPOSE OF AMENDMENT: If this revised agenda sheet is adopted, it will (1) reflect Council's desire to have the purchase of hybrid vehicles prioritized, (2) specify that funding is via SIP loan, and (3) state that pre-purchase approval is necessary to allow flexibility amid uncertainty of availability and specifications.

Amended Agenda Sheet for City Council: **Committee:** Public Safety **Date:** 09/01/2026 **Committee Agenda type:** Reports, Contracts & Claims **Council Meeting Date:** ((~~09/16/2026~~)) 09/23/26		**Date Rec'd**	7/27/2026
		Clerk's File #	OPR 2026-0762
		Cross Ref #	
		Project #	
Submitting Dept	FLEET SERVICES	**Bid #**	
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	RE 20998000
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	FLEET SERVICES - PRE-APPROVAL TO PURCHASE 18 VEHICLES FOR POLICE		

Agenda Wording

Pre-approval to purchase 18 Police vehicles from Bud Clary Dealerships (Longview, WA) for $1,475,130 including commissioning and applicable sales tax.

Summary (Background)

SPD would like to purchase 18 new vehicles for 2026 as follows: 5 Ford Maverick, 4 Chevrolet Tahoe, 7 Patrol equipped Ford Explorer, 1 K9 equipped Ford Explorer, and 1 Patrol Sgt/Lt equipped Ford Explorer. Vehicle drivetrain selection will prioritize hybrid electric (HEV) drivetrains as available. All vehicles (or similar vehicles as specifications and availability allow), will be purchased using a Washington Department of Enterprise Services contract or otherwise following City Competitive purchasing procedures. Total cost is $1,475,130 including sales tax and commissioning. Funding is via SIP loan. Pre-purchase approval is necessary to allow flexibility amid uncertainty of availability and specifications.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Fleet Services collects lifecycle cost data for future analysis.

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

Aligns with City CIP and Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact

Approved in Current Year	YES
Total Cost	$ 1,475,130
Current Year Cost	$ 1,475,130
Subsequent Year(s) Cost	$ 0

Narrative

Vehicles are to be purchased using cooperative contracts or approved City competitive purchasing practices.

Amount		Budget Account
Expense	$ 1,100,000	# 5902-79115-94210-56404-68406
Expense	$ 375,130	# 5902-79115-94210-56416-68406
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

Yes

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	GIDDINGS, RICHARD	**PURCHASING**	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
RGIDDINGS@SPOKANECITY.ORG	Tprince@spokanecity.org
ssclark@spokanecity.org	kahaack@spokanecity.org
fleetservicesaccounting@spokanecity.org	

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/15/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/30/2026

Date Rec'd	9/9/2026		
Clerk's File #	OPR 2024-0785		
Cross Ref #			
Project #			
Submitting Dept	HOUSING & HOMELESS SERVICES	**Bid #**	
Contact Name/Phone	KERI 625-6577	**Requisition #**	28943
Contact E-Mail	KCEDERQUIST@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	CONTRACT AMENDMENT TO OPR 2025-0785: HOUSING NAVIGATION CENTER		

Agenda Wording

Contract amendment to OPR 2024-0785 with Jewel's Helping Hands for operation of the Housing Navigation Center to: (1) extend operating hours, (2) add funding for to-go meal service, and (3) extend the contract term by three months.

Summary (Background)

The Housing Navigation Center (HNC), operated by Jewel's Helping Hands under OPR 2025-0785, is a physical location for providing connections to longer term housing and service options. The HNC currently operates from 8am to 6pm, 7 days a week. In response to community need to expand guest access, this amendment extends operating hours to 7am to 8pm and adds funding for to-go dinner services, since guests will now be present through the dinner hour under the new schedule, and extends the contract term to the end of the state fiscal year (6/30/27). Amendment terms: 1. Expand hours of operation from 8:00am to 6:00pm (10 hours) to 7:00am to 8:00pm (13 hours) 2. Add funding for to-go dinner services provided during evening operating hours now that the Center remains open through dinner, at an estimated $2.50 per meal for 125 guests per day ($312.50/day) 3. Extend the contract term by three (3) months from April 1, 2027 to June 30, 2027, aligning with the SFY27 fiscal year end

What impacts would the proposal have on historically excluded communities?

This project reduces housing and service disparities for people disproportionately impacted by homelessness – particularly BIPOC, disabled, and other historically excluded residents – by directly connecting individuals to emergency housing, Coordinated Entry access, documentation gathering, and connection to basic health care, food and income benefits, employment opportunities, transportation, and providers that deliver culturally responsive, trauma-informed care.

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?

All data will be entered into HMIS and quarterly reports will be given by HMIS to Council on program outcomes.

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

This project follows the Spokane Regional Five-Year Plan to Prevent and End Homelessness, including performance measures as defined in the Five-Year Performance Management Plan.

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 project aligns with the H.O.M.E. Starts Here Initiative and the Spokane Regional Five-Year Plan to Prevent and End Homelessness.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,276,193.00
Current Year Cost	$ 843,551.00
Subsequent Year(s) Cost	$ 432,642.00

Narrative

The current contract amount is $843,551 for the period of 7/1/26 - 3/31/27; the amendment adds $432,642 for increased cost associated with extended operating hours effective 10/1/26 and a three-month contract extension of 4/1/27 - 6/30/27.

Amount		Budget Account
Expense	$ 840,037.00	# 1540-95662-65410-54201-99999
Expense	$ 143,514.00	# 0300-53010-65410-54201-99999
Expense	$ 152,726.00	# 1540-95570-65410-54201-99999
Expense	$ 139,916.00	# 1555-19100-65410-54201-99999
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Additional funds for this contract are sourced from the City's Human Services Grant, Local Document Recording Fees, and Opioid Settlement funds. Continuation beyond the current contract term is contingent on future budget appropriations by Council as part of the annual budget process.

Expense Occurrence	One-Time

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

This is a reimbursement-based contract with no revenue-generating component and no match requirement

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.	ACCOUNTING -	DUFFEY, ANDREW
Division Director	KINDER, DAWN	PURCHASING	NECHANICKY, JASON
Accounting Manager	DUFFEY, ANDREW		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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ppourzanjani@spokanecity.org	dnorman@spokanecity.org

CITY CLERKS NUMBER OPR 2025-0785
AMENDMENT C

1. SUBRECIPIENT JEWELS HELPING HANDS 5128 N JEFFERSON ST SPOKANE, WA 99205	**2. SUBRECIPIENT DOING BUSINESS AS** N/A
3. SUBRECIPIENT PROGRAM REPRESENTATIVE JULIE GARCIA 5128 N JEFFERSON ST SPOKANE, WA 99205 (509)263-5502 JEWELSHELPINGHANDSSPOKANE@GMAIL.COM	**4. CITY PROGRAM REPRESENTATIVE** PARADIS POURZANJANI, PROGRAM PROFESSIONAL 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6510 PPOURZANJANI@SPOKANECITY.ORG
5. SUBRECIPIENT SIGNATORY JASON GREEN 5128 N JEFFERSON ST SPOKANE, WA 99205 (509)701-8973 JASON.GREEN.WA@GMAIL.COM	**6. CITY SIGNATORY** ALEXANDER SCOTT, CITY ADMINISTRATOR 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6774 ASCOTT@SPOKANECITY.ORG

7. CONTRACT AMOUNT	**8. FUNDING SOURCE**	**9. START DATE**	**10. END DATE**
FY 26: $849,899.66 FY 27: $1,276,193.00 TOTAL: $2,126,092.66	☐ FEDERAL ☒ STATE ☒ LOCAL/OTHER ☐ N/A	FY 26: 09/15/25 FY 27: 07/01/26	FY 26: 06/30/26 FY 27: 06/30/27
AMENDMENT AMOUNT N/A			

11a. STATE AGENCY WASHINGTON STATE DEPARTMENT OF COMMERCE		**STATE PROGRAM** DOCUMENT RECORDING FEE BACKFILL	
STATE AWARD NUMBER 26-46108-30	**STATE FUNDS** FY 26 :$843,011.37 FY 27: $840,037.00	**TOTAL STATE AWARD** FY 26: $4,874,358.00 FY 27: $4,752,606.00	**STATE AWARD DATE** 07/01/25
11b. LOCAL AGENCY CITY OF SPOKANE		**LOCAL PROGRAM** HUMAN SERVICES GRANT	
LOCAL AWARD NUMBER N/A	**LOCAL FUNDS** $150,402.29	**TOTAL LOCAL AWARD** N/A	**LOCAL AWARD DATE** N/A
11c. LOCAL AGENCY CITY OF SPOKANE		**LOCAL PROGRAM** LOCAL DOCUMENT RECORDING FEE	
LOCAL AWARD NUMBER N/A	**LOCAL FUNDS** $152,726.00	**TOTAL LOCAL AWARD** N/A	**LOCAL AWARD DATE** N/A
11d. LOCAL AGENCY CITY OF SPOKANE		**LOCAL PROGRAM** OPIOID SETTLEMENT FUNDS	
LOCAL AWARD NUMBER N/A	**LOCAL FUNDS** $139,916.00	**TOTAL LOCAL AWARD** N/A	**LOCAL AWARD DATE** N/A

ALN #	**RESEARCH & DEVELOPMENT?**	**12. INDIRECT COST RATE**
N/A	☐YES ☐NO ☒N/A	DE MINIMIS – 15%

13. EIN #	14. UEI #	15. UBI #	16. FMS VENDOR #	17. PROJECT ID #
84-2198820	T55UM126WD94	604-475-550	049096	44504

18. CONTRACT PURPOSE

BUDGET REVISION AND UPDATED SCOPE OF WORK FOR THE HOUSING NAVIGATION CENTER

CITY OF SPOKANE

AGREEMENT AMENDMENT C

Title: HOUSING NAVIGATION CENTER

THIS AGREEMENT AMENDMENT ("AMENDMENT") is between the **CITY OF SPOKANE** as ("CITY"), a Washington municipal corporation, and **JEWELS HELPING HANDS** whose address is 5128 N JEFFERSON, SPOKANE, WA 99205 as ("SUBRECIPIENT"). Individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, for purposes of this AMENDMENT, deleted AGREEMENT language is shown in strikethrough and double parentheses ex. ((~~language~~)), and new or revised language is shown as underlined ex. language.

WHEREAS, the PARTIES are amending the AGREEMENT to include an updated Scope of Work reflecting the changes in services to be provided; and

WHEREAS, a change or modification to the budget has been initiated by the PARTIES; and

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

1. AGREEMENT DOCUMENTS.
   The original AGREEMENT, 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 AGREEMENT AMENDMENT shall become effective on September 15, 2025.

3. AMENDMENT – SECTION 2. SCOPE OF WORK
   The SCOPE OF WORK AGREEMENT to this AMENDMENT is hereby incorporated into and made a part of the Agreement.

4. AMENDMENT – SECTION 3. CONTRACT TERM/PERIOD OF PERFORMANCE.
   The term of this AGREEMENT begins on September 15, 2025, and shall run through ((~~March 31, 2027~~)), June 30, 2027 unless amended by written agreement or terminated earlier under the provisions.

5. AMENDMENT – SECTION 4. – COMPENSATION & BUDGET.
   The PARTIES agree to revise the funding and budget amounts under this AGREEMENT. This AMENDMENT de-obligates certain previously obligated funds, rolls forward certain

unspent or remaining funds, and adds additional funds to the AGREEMENT. As a result of these changes, the budget amounts set forth in this AMENDMENT constitute the revised and current budgets for the applicable funding sources and activities.

The AGREEMENT FACE SHEET is hereby amended to reflect the revised funding sources and corresponding funding amounts. The budgets attached to and incorporated into this AMENDMENT supersede the prior budgets for the affected funding sources and activities and shall govern the expenditure of funds under this AGREEMENT as amended.

SFY 2026 BUDGET (09/15/25 – 06/30/26)	
FACILITY SUPPORT	$160,246.01
OPERATIONS	$599,365.09
ADMINISTRATION	$90,288.56
TOTAL	$849,899.66

SFY 2027 BUDGET (07/01/26 – 06/30/27)	
FACILITY SUPPORT	$143,017.00
OPERATIONS	$978,313.00
ADMINISTRATION	$154,863.00
TOTAL	$1,276.193.00

THIS SECTION

INTENTIONALLY

LEFT BLANK

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 AMENDMENT by having legally-binding representatives affix their signatures below.

SUBRECIPIENT

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 a part of this Agreement:

- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- SCOPE OF WORK

ATTACHMENT A: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   a. 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.
   b. 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.

JEWELS HELPING HANDS Name of Subrecipient / Contractor / Consultant (Type or Print)	CHG, LOCAL DRF, OPIOID, HSG Program Title (Type or Print)
Name of Certifying Official (Type or Print) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

SCOPE OF WORK

Housing Navigation Center

1. DESCRIPTION

The Housing Navigation Center (HNC) is a physical location for providing connections to longer term housing and service options. The HNC will serve as a safe space during daytime hours (7:00am - 8:00pm, 7 days a week) for vulnerable households without minor children.

The GRANTEE will manage day to day operations, compliance, and outcomes of the HNC. The GRANTEE will also provide coordination with specialized shelters and outreach teams to ensure referrals are accessible and accurate. The GRANTEE will provide services directly as well as coordinate a rotation of providers brought on site to meet specific needs of the population being served leading toward stabilization prior to being referred out to the appropriate housing destination. The GRANTEE will also be responsive to the needs and any potential impacts on the surrounding neighborhood.

The Specialized Site Shelter Operators manage sites throughout the region service specific populations/needs for households without minor children experiencing homelessness. The GRANTEE shall work in tandem with the Specialized Site Shelter Operators and the Street Outreach Team to house people as quickly as possible in transitional or permanent housing options.

The GRANTEE will be responsible for coordinated the variety of services needed for an individual to obtain emergency, transitional, or permanent housing. Aside from directly connecting individuals to emergency housing, other services offered at the HNC will, at a minimum, include:

- Transportation (including bus passes and vehicle transportation) to and from (or in coordination with) overnight shelters
- Assistance in accessing treatment services (primary care, mental health, substance use, cooccurring, etc.)
- Coordinated Entry Access
- Documentation gathering (photo ID/social security card)
- Compliance with HMIS requirements for enrollments into HNC and document uploads (photo ID/SSN card)
- Connection to the following resources:
    - basic health care
    - food and income benefits
    - employment opportunities
    - Oxford Homes, group homes, adult family homes
    - emergency shelter/transitional housing that offer sober living

2. HMIS PROJECT TYPE(S)

For descriptions of each Project Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 29 - 32).

☐ Permanent Housing – Rapid Rehousing (RRH)
☐ Permanent Housing – Permanent Supportive Housing (PSH)
☐ Permanent Housing – Permanent Housing with Services (PHS)
☐ Permanent Housing – Permanent Housing Only (PH)
☐ Transitional Housing (TH)
☐ Emergency Shelter: Night-by-Night (ES: NBN)
☐ Emergency Shelter: Entry/Exit (ES: EE)

SCOPE OF WORK

Housing Navigation Center

☐ Street Outreach (SO)
☐ Supportive Services Only (SSO)
☐ Coordinated Entry (CE)
☒ Day Shelter (DS)

3. HMIS PROJECT NAME(S)

JHH--DS--HNC

4. HOUSING TYPE

☒ Site-Based - Single Site
☐ Site-Based - Clustered/Multiple Sites
☐ Tenant-Based - Scattered Site
☐ N/A

5. INVENTORY

Housing Inventory is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Inventory is not applicable for SO, SSO, CE, and RRH.

Total Number of Units in HMIS Project	N/A
Total Number of Beds in HMIS Project	N/A

☒ This project is funded by this grant *only*
☐ This project is funded by *multiple* grants

This grant helps support the entirety of the Housing Navigation Center; a day shelter project.

6. POINT(S)-OF-ENTRY

☐ Coordinated Entry - Families
☐ Coordinated Entry - Singles
☐ Coordinated Entry - Youth & Young Adults
☒ Walk-In
☐ Healthcare Provider Referral
☐ Other (please describe): Click or tap here to enter text.

7. SITE LOCATION(S)

Cannon Shelter
527 S. Cannon St.
Spokane, WA 99201

8. ADMINISTRATION LOCATION

Jewel's Helping Hands Administrative Office
5128 N. Jefferson St.
Spokane, WA 99205

9. SUBPOPULATIONS SERVED

SCOPE OF WORK

Housing Navigation Center

Does the project serve any of the following exclusively:

☐ Severely Mentally Ill
☐ Chronic Substance Abuse
☐ Veterans
☐ HIV/AIDS
☐ Victims of Domestic Violence
☐ Unaccompanied Youth Under 18
☐ Unaccompanied Youth 18 - 24
☐ Parenting Youth Under 18
☐ Parenting Youth 18 - 24
☒ N/A

10. NUMBER SERVED

Total Number of Individuals Served	1,260

11. VICTIM SERVICE PROVIDER
Is your organization, or subrecipient, a victim service provider as defined in 24 CFR 578.3?

☐ YES ☒ NO

12. SUPPORTIVE SERVICES
Please select all of the Supportive Services that this project offers. For descriptions of each Supportive Service, please reference the CoC Interim Rule section § 578.53(e)(1) - § 578.53(e)(16).

☒ Assessment of Service Needs
☐ Assistance with Moving Costs
☐ Case Management
☐ Child Care
☐ Education Services
☐ Employment Assistance/Job Training
☒ Food
☐ Housing Search/Counseling Services
☐ Legal Services
☐ Life Skills Training
☐ Mental Health Services
☐ Outpatient Health Services
☒ Outreach Services
☐ Substance Abuse Treatment Services
☒ Transportation
☐ Utility Deposits

13. RENTAL ASSISTANCE
Does this project provide Rental Assistance? Please select all that apply.

☐ Yes – Security Deposit Only
☐ Yes – Security Deposit + Admin Fees + First & Last Month's Rent

☐ Yes – Past Due Rent
☐ Yes – Future Rent (Short-Term: 0-3 months)
☐ Yes – Future Rent (Medium-Term: 4-11 months)
☐ Yes – Future Rent (Long-Term: 12+ months)
☒ No

14. STAFFING PLAN
Please list required staff roles and expectations. Please include # of FTE for each role specific to the whole project (not just for this grant).

JHH HNC Staffing

- **1.0 FTE Manager (40 hrs/week)** - The Manager of the Housing Navigation Center oversees daily operations, staff supervision, and strategic coordination of services for individuals experiencing homelessness. This role ensures trauma-informed, low-barrier access to housing resources and integrates peer-led engagement, compliance, and community partnerships to support housing stability.
    - Program Oversight
        - Lead day-to-day operations of the Navigation Center, ensuring alignment with Housing First principles.
        - Monitor service delivery, intake processes, and participant flow.
        - Maintain compliance with local, state, and federal regulations, including HMIS data integrity.
        - Develop and implement policies and procedures for safety, equity, and service quality.
    - Staff Supervision
        - Hire, train, and supervise staff including peer navigators, case managers, and support personnel.
        - Provide ongoing coaching, performance evaluations, and professional development.
        - Foster a collaborative, trauma-informed workplace culture.
    - Strategic Coordination
        - Build and maintain partnerships with housing providers, behavioral health agencies, and other service systems.
        - Represent the Navigation Center in multi-agency meetings and community forums.
        - Align program activities with organizational strategic plans and funding requirements.
    - Data & Compliance
        - Oversee data collection, reporting, and analysis to inform program improvements.
        - Ensure accurate documentation in HMIS and other systems.
        - Prepare reports for funders, stakeholders, and internal leadership.
    - Crisis Response & Participant Support
        - Support staff in de-escalation and crisis intervention.
        - Ensure participants receive timely referrals to housing, health, and supportive services.
        - Uphold participant dignity and choice in all interactions.
        - Lived experience with homelessness or housing instability is valued.

- **7.0 FTE Staff (4 FTE staff per shift)**- Staff will be Peers (individuals with lived experience of homelessness) available 8am-6pm daily.

SCOPE OF WORK

Housing Navigation Center

- **Responsibilities:**
  - Welcome and orient guests to the center
  - Provide needs assessments and referrals to housing, medical, and recovery services
  - Document services in HMIS daily
  - Support emergency drills and crisis response alongside staff

- **1.0 FTE Shower Attendant (40 hrs/week)** - Shower Attendant will be present for showers 7 days a week. This person will regulate showers supplies and manage traffic for showers.
  - **Responsibilities:**
    - Manage daily shower and laundry sign-up lists
    - Clean and disinfect between uses, maintain supplies
    - Ensure fair and equitable access for all guests
    - Document use and report any issues to supervisors
- **2.0 FTE Cleaning Crew (40 hrs/week)** - The Neighborhood Cleanup Crew Member plays a vital role in maintaining a clean, safe, and welcoming environment around the Housing Navigation Center and surrounding community. This position supports public health, community pride, and participant dignity by ensuring outdoor spaces are free of litter, debris, and environmental hazards.
  - Patrol designated areas to collect and dispose of litter, debris, and abandoned items.
  - Maintain cleanliness around sidewalks, bus stops, green spaces, and public fixtures.
  - Assist with graffiti removal, post-event cleanups, and seasonal beautification projects.
  - Sort waste into recyclable and non-recyclable materials.
  - Report safety hazards, vandalism, or illegal dumping to supervisors.
  - Operate basic equipment such as brooms, rakes, leaf blowers, and trash pickers.
  - Support community engagement efforts during neighborhood events or outreach.
  - Uphold safety protocols and use protective gear appropriately.
  - Collaborate with peer staff and Navigation Center team to support a trauma-informed environment.
  - Remove litter, sharps, and biohazards in surrounding areas
  - Support graffiti cleanup and respond to neighborhood requests within 24 hours
  - Log daily tasks, maintain equipment, and follow safety procedures
  - Work closely with Housing Navigation Center staff to support positive community relations
- **1.0 FTE Driver (40 hrs/week)** - The Driver provides safe, respectful transportation for individuals experiencing homelessness to shelters, housing appointments, medical visits, and other essential services. This role supports access, dignity, and continuity of care while maintaining vehicle safety and adhering to trauma informed practices.
  - Safely transport participants to and from shelters, housing appointments, healthcare providers, and service agencies
  - Maintain a consistent route schedule while adapting to emergent needs and individual requests.
  - Assist passengers with boarding, seating, and exiting vehicles, including use of wheelchair lifts or mobility aids.
  - Monitor and report participant concerns, behavioral changes, or safety issues to supervisors.
  - Maintain cleanliness and safety of vehicles, including routine inspections and documentation of maintenance needs.
  - Complete transportation logs, incident reports, and service documentation as required.
  - Communicate respectfully with participants, staff, and partner agencies.
  - Uphold confidentiality and participant dignity in all interactions.
  - Support outreach and engagement efforts when needed, including delivery of supplies or coordination with shelter teams.

SCOPE OF WORK

Housing Navigation Center

- **2.0 FTE Overnight Security (Outside Contractor)** - This security focused person will be on site and in the neighborhood between the hours of 7pm-7am.
    - **Responsibilities:**
        - Remove litter, sharps, and biohazards in surrounding areas
        - Support graffiti cleanup and respond to neighborhood requests within 24 hours
        - Log daily tasks, maintain equipment, and follow safety procedures
        - Work closely with Housing Navigation Center staff to support positive community relations

<u>Providence Staffing</u>

- **0.2 FTE Certified Medical Assistant** - Certified Medical Assistant - coordinates our outreach team, scheduling Community Clinic volunteer doctors and Nurse practitioners and medically supports them onsite when volunteers are available for the HNC. CMA also facilitates virtual visits at the community clinic with a doctor, when needed for medical coordination of care. CMA supports JHH staff and aides those discharged from the hospital who arrive at the HNC and do not meet respite criteria.
- **0.2 FTE Behavioral Health Provider** - supports crisis intervention, resource broker, supports JHH staff, care coordination for those transitioning into respite.
- **0.5 FTE Registered Nurse Care Navigator (RNCN)** - provides support within a registered nurse scope, including medical triage, wound care, medication reconciliation, provides support for virtual visits, supports hospital follow ups and care coordination for those in healing hearts respite referred from HNC.
- Providence's involvement in the Homeless Navigation Center (HNC) as both a clinical provider and oversight partner is a cornerstone in elevating the quality and continuity of care for participants. Their on-site presence transforms episodic street-level interventions into coordinated, trust-based pathways toward stabilization. Here's a tailored summary highlighting their role:
    - Access to Integrated Care: On-site providers offer immediate medical and behavioral health services, reducing barriers to engagement and improving health outcomes for individuals experiencing homelessness.
    - Clinical Oversight & Accountability: Providence ensures care protocols meet medical standards, supports recordkeeping, and aligns services with broader healthcare systems— essential for compliant, trauma-informed delivery.
    - Continuity & Follow-Up: Their presence facilitates consistent follow-ups, medication management, and chronic condition monitoring, critical for those who cycle in and out of traditional systems.
    - Trust-Building Relationships: Familiar clinical faces within the HNC environment help rebuild trust in healthcare institutions, especially for those who are wary due to past experiences.
    - Bridge to Community Health Networks: Providence links participants with long-term care options, specialty referrals, and support programs, anchoring them within a stable medical safety net.
    - Behavioral Health Expertise: Oversight includes mental health screenings, crisis response, and therapeutic engagement, reducing reliance on emergency systems and improving holistic outcomes.
    - Collaborative Systems of Care: Their integration with case management and housing navigation ensures health concerns don't derail progress on housing or stability goals.

SCOPE OF WORK

Housing Navigation Center

15. PERFORMANCE

Street Outreach		
Measure	Minimum Performance Standard	System Performance Target
Exits to Permanent Housing	At least 40% of persons in project will move into permanent housing at exit.	At least 50% of persons in project will move into permanent housing at exit.
Average time from Date of Engagement to Successful Exit	The average length of time from Date of Engagement to successful exit is **no more than 90 days.**	The average length of time from Date of Engagement to successful exit is **no more than 60 days.**
Exits to Temporary or Institutional Settings	**At least 25%** of persons in project will move to certain temporary and institutional settings at program exit.	**At least 30%** of persons in project will move to certain temporary and institutional settings at program exit.
Successful Exits from Street Outreach	**At least 55%** of persons in project will move into permanent housing or to certain temporary and institutional settings at program exit.	**At least 65%** of persons in project will move into permanent housing or to certain temporary and institutional settings at program exit.
Returns to Homelessness	Project will have **no more than 20%** of adults who exited to permanent housing return to homelessness within two years of exit.	Project will have **no more than 10%** of adults who exited to permanent housing return to homelessness within two years of exit.
Serving those with the Longest Lengths of Homelessness	**At least 64%** of persons served by project will have lengths of homelessness greater than 12 months.	**At least 75%** of persons served by project will have lengths of homelessness greater than 12 months.
Employment and Income Growth	**At least 35%** of persons in project will gain or increase employment or non-employment cash income at exit when they have a Date of Engagement.	**At least 50%** of persons in project will gain or increase employment or non-employment cash income at exit when they have a Date of Engagement.

SCOPE OF WORK

Housing Navigation Center

16. PERFORMANCE DATA

Data Performance standards are established by the Five-Year Strategic Plan to Prevent and End Homeless as outlined in the Performance Management Plan (Plan) unless it is a project that may not be included in the Plan, then the SUBRECIPIENT and CITY will determine what existing intervention data standards most closely align with the proposed project. Performance compliance will also include: Timely submission of Monthly Data Quality Reports (MDQR).

The Quarterly Performance Reports (QPR) will be shared, regularly but no less than quarterly, with the City of Spokane City Council, Spokane County, City of Spokane Valley, Continuum of Care Board, Community Housing and Human Services Board (CHHS); and will be posted on a publicly facing dashboard via The City of Spokane's website or its designee. Prior to making these reports public, the City will send them to the providers for their review.

Jewels Helping Hands will provide CHHS examples of client success stories by the 10th of the month following the end of each quarter.

17. MEETING PARTICIPATION

Minimum Performance will also include (depending on the contracted project) attendance at the Huddle/Hotspotters, Continuum of Care Subcommittees, and the HMIS Committee.

18. MONITORING

The CITY will monitor the performance of the SUBRECIPIENT using a risk-based approach against program goals and performance measures as stated above.

Additionally, the CITY will monitor spend down of grant funds, and all other terms and conditions of this CONTRACT in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients.

Substandard performance as determined by the CITY will constitute noncompliance with this CONTRACT and shall result in action which may include, but is not limited to: the SUBRECIPIENT being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the CITY, CONTRACT suspension or termination procedures will be initiated.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2026

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

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

PRODUCER		
Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	CONTACT NAME: Church Mutual Insurance Company, S.I. PHONE (A/C, No, Ext): 1-800-554-2642 FAX (A/C, No): 855-264-2329 E-MAIL ADDRESS: customerservice@churchmutual.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Church Mutual Insurance Company, S.I.	18767
INSURED JEWELS HELPING HANDS 527 S Cannon St Spokane WA 99201-5616	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		0452568 25-998866	05/01/2026	05/01/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							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			0452568 85-000647	05/01/2026	05/01/2027	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Counseling Services NPHS Professional Liability			0452568 25-998866	05/01/2026	05/01/2027	Each Occurrence Aggregate	$1,000,000 $2,000,000

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

Abuse/Molestation: $1M/occurrence & $2M/aggregate
Cyber Liability and Data Breach Response Services: $1M/occurrence & $2M/aggregate
Property Damage Legal Liability for Assessed Building Value: $373,000
Business Income and Extra Expense to cover replacement of minimum one year of rent: $10,000
City of Spokane is included as Additional Insured, building owner with loss payable to City of Spokane
City of Spokane, its officers, employees, contractors, and agents are named as Additional Insured under CG 20 26 for General Liability

CERTIFICATE HOLDER

City of Spokane
Attn: City Administrator
808 W Spokane Falls Blvd
Spokane WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Pamela G Rushing

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/24/2026

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

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

PRODUCER
Church Mutual Insurance Company, S.I.
3000 Schuster Lane
P.O. Box 357
Merrill WI 54452

CONTACT NAME: Church Mutual Insurance Company, S.I.
PHONE (A/C, No, Ext): 1-800-554-2642 **FAX (A/C, No):** 855-264-2329
E-MAIL ADDRESS: customerservice@churchmutual.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Church Mutual Insurance Company, S.I.	18767
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
JEWELS HELPING HANDS
527 S CANNON ST
SPOKANE WA 99201-5616

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	**AUTOMOBILE LIABILITY**						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	[X] OWNED AUTOS ONLY / SCHEDULED AUTOS	Y		0452568 09-985605	02/28/2026	02/28/2027	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Additional Insured: City of Spokane

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Pamela G. Rushing

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STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 6, 2026

WA UBI No.	604 475 550
L&I Account ID	699,086-00
Legal Business Name	JEWELS HELPING HANDS
Doing Business As	JEWELS HELPING HANDS
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2026 "21 to 30 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).

STATE OF WASHINGTON

Department of Labor & Industries

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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name:	JEWELS HELPING HANDS
Business name:	JEWELS HELPING HANDS
Entity type:	Nonprofit Corporation
UBI #:	604-475-550
Business ID:	001
Location ID:	0005
Location:	Active
Location address:	4620 N POST ST SPOKANE WA 99205-1160
Mailing address:	5128 N JEFFERSON ST SPOKANE WA 99205-5312

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane Nonprofit Business				Active	Mar-31-2027	Mar-24-2026

Owners and officers on file with the Department of Revenue

Owners and officers	Title
GARCIA, JULIE	President
GREEN, JASON	Treasurer

Registered Trade Names

Registered trade names	Status	First issued
JEWELS HELPING HANDS	Active	Jul-29-2019

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 8/6/2026 3:28:19 PM

Contact us

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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/30/2026

Date Rec'd	9/9/2026		
Clerk's File #	OPR 2026-0190		
Cross Ref #			
Project #			
Submitting Dept	HOUSING & HOMELESS SERVICES	**Bid #**	
Contact Name/Phone	KERI 625-6577	**Requisition #**	28942
Contact E-Mail	KCEDERQUIST@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	CONTRACT AMENDMENT TO OPR 2026-0190: SCATTERED SITE SHELTERS		

Agenda Wording

Contract amendment to OPR 2026-0190: amending the scope of work to add the Aurora Center as a shelter location under the Scattered Site Shelters contract starting 11/1/26 for 16 beds through 6/30/27, and increasing funds to cover operating expenses.

Summary (Background)

Jewel's Helping Hands currently operates four (4) scattered-site emergency shelters under a single contract (OPR 2026-0190). In November 2025 under Executive Order 2025-0003, they opened the Aurora Center shelter for LGBTQ+ adults, under contract OPR 2025-0159. The Aurora Center's current shelter contract concludes October 31, 2026. Effective November 1, 2026, the Aurora Center will be added as a shelter location under Jewel's Helping Hands Scattered Site Shelters contract (OPR 2026-0190), to maintain 16 shelter beds for LGBTQIA+ adults through the SFY2027 fiscal year end. This amendment modifies the scope of work and increases contract funding to cover the operating expenses associated with the shelter.

What impacts would the proposal have on historically excluded communities?

This project reduces housing and service disparities for people disproportionately impacted by homelessness – particularly BIPOC, disabled, LGBTQIA+, and other historically excluded residents – by directly connecting individuals to emergency housing and providers that deliver culturally responsive, trauma-informed care.

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?

All data will be entered into HMIS and quarterly reports will be given by HMIS to Council on program outcomes.

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

This project follows the Spokane Regional Five-Year Plan to Prevent and End Homelessness, including performance measures as defined in the Five-Year Performance Management Plan.

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 project aligns with the H.O.M.E. Starts Here Initiative and the Spokane Regional Five-Year Plan to Prevent and End Homelessness.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 3,096,613.00
Current Year Cost	$ 2,517,963.00
Subsequent Year(s) Cost	$ 578,650.00

Narrative

The current Scattered-Site Shelter contract amount is $2,517,963.00 for the period of 7/1/26 - 6/30/27; the amendment adds $578,650.00 for the period of 11/1/26 - 6/30/27 for increased costs associated with adding the Aurora Center as the 5th scattered si

Amount		Budget Account
Expense	$ 2,517,963.00	# 1540-95660-65410-54201-72619
Expense	$ 578,650.00	# 0300-53010-65410-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

This contract is funded through the Department of Commerce Emergency Housing Fund and the City's Human Services Grant. Continuation of state funds beyond the current contract term is contingent on continued appropriate by the Washington State Legislature and subject to a new competitive RFP process pending award of subsequent grant cycles. Continuation of local funds is contingent on future budget appropriations by

Expense Occurrence	One-Time

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

This is reimbursement-based contract with no revenue-generating component and no match requirement

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.	**ACCOUNTING -**	DUFFEY, ANDREW
Division Director	KINDER, DAWN	**PURCHASING**	NECHANICKY, JASON
Accounting Manager	DUFFEY, ANDREW		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List

	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	kcederquist@spokanecity.org
ppourzanjani@spokanecity.org	dnorman@spokanecity.org

CITY CLERKS NUMBER OPR 2026-0190
AMENDMENT A

1. SUBRECIPIENT JEWELS HELPING HANDS 5128 N JEFFERSON ST SPOKANE, WA 99205	**2. SUBRECIPIENT DOING BUSINESS AS** N/A
3. SUBRECIPIENT PROGRAM REPRESENTATIVE JULIE GARCIA 5128 N JEFFERSON ST SPOKANE, WA 99205 (509)263-5502 JEWELSHELPINGHANDSSPOKANE@GMAIL.COM	**4. CITY PROGRAM REPRESENTATIVE** PARADIS POURZANJANI, PROGRAM PROFESSIONAL 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6510 PPOURZANJANI@SPOKANECITY.ORG
5. SUBRECIPIENT SIGNATORY JASON GREEN 5128 N JEFFERSON ST SPOKANE, WA 99205 (509)701-8973 JASON.GREEN.WA@GMAIL.COM	**6. CITY SIGNATORY** ALEXANDER SCOTT, CITY ADMINISTRATOR 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6774 ASCOTT@SPOKANECITY.ORG

7. CONTRACT AMOUNT	**9. FUNDING SOURCE**	**10. START DATE**	**11. END DATE**
SFY26: $1,280,549.78 SFY27: $3,096,613.00	☐ FEDERAL ☒ STATE ☒ LOCAL/OTHER ☐ N/A	SFY 26: 01/01/26 SFY 27: 07/01/26	SFY 26: 06/30/26 SFY 27: 06/30/27
8. AMENDMENT AMOUNT N/A			

12a. STATE AGENCY WASHINGTON STATE DEPARTMENT OF COMMERCE	**13a. STATE PROGRAM** CONSOLIDATED HOMELESS GRANT – EMERGENCY HOUSING

14a. STATE AWARD NUMBER	**15a. STATE FUNDS**	**16a. TOTAL STATE AWARD**	**17a. STATE AWARD DATE**
26-46108-30	SFY 26: $750,779.00 SFY 27: $2,517,963.00	SFY 26: $2,755,475.12 SFY 27: $2,755,475.12	07/01/25

12b. LOCAL AGENCY CITY OF SPOKANE	**13b. LOCAL PROGRAM** HUMAN SERVICES GRANT (HSG)	**15b. LOCAL FUNDS** $578,650.00
12c. LOCAL AGENCY CITY OF SPOKANE	**13c. LOCAL PROGRAM** HEART FUND (1590)	**15c. LOCAL FUNDS** $300,000.00
12d. LOCAL AGENCY CITY OF SPOKANE	**13d. LOCAL PROGRAM** LOCAL DOCUMENT RECORDING FEES	**14d. LOCAL FUNDS** $229,770.77
16. ALN # N/A	**17. RESEARCH & DEVELOPMENT?** ☐YES ☐NO ☒N/A	**18. INDIRECT COST RATE** DE MINIMIS – 15%

21. EIN #	**22. UEI #**	**23. UBI #**	**24. FMS VENDOR #**	**25. PROJECT ID #**
84-2198820	T55UM126WD94	604-475-550	049096	NBRLY ID: 44616

26. CONTRACT PURPOSE

ADDITIONAL FUNDING AND SCOPE OF WORK UPDATE FOR THE SCATTERED SITE EMERGENCY SHELTERS PROJECT

CITY OF SPOKANE

AGREEMENT AMENDMENT A

Title: **SCATTERED SITE EMERGENCY SHELTERS**

THIS AGREEMENT AMENDMENT ("AMENDMENT") is between the **CITY OF SPOKANE** as ("CITY"), a Washington municipal corporation, and **JEWELS HELPING HANDS** whose address is 5128 N JEFFERSON ST, SPOKANE, WA 99205 as ("SUBRECIPIENT"). Individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, for purposes of this AMENDMENT, deleted AGREEMENT language is shown in strikethrough and double parentheses ex. ((~~language~~)), and new or revised language is shown as underlined ex. language.

WHEREAS, the PARTIES are amending the AGREEMENT to include an updated Scope of Work reflecting the changes in services to be provided; and

WHEREAS, a change or modification to the budget has been initiated by the PARTIES; and

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

1. AGREEMENT DOCUMENTS.
   The original AGREEMENT, 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 AGREEMENT AMENDMENT shall become effective on January 1, 2026.

3. AMENDMENT – SECTION 1.1.1. PERFORMANCE.
   The Scope of Work attached to this Amendment is hereby incorporated into and made a part of the Agreement.

4. AMENDMENT – SECTION 2.1. – COMPENSATION & BUDGET.
   The parties agree to revise the funding and budget amounts under this Agreement. This Amendment de-obligates certain previously obligated funds, rolls forward certain unspent or remaining funds, and adds additional funds to the Agreement. As a result of these changes, the budget amounts set forth in this Amendment constitute the revised and current budgets for the applicable funding sources and activities.

The Agreement Face Sheet is hereby amended to reflect the revised funding sources and corresponding funding amounts. The budgets attached to and incorporated into this Amendment supersede the prior budgets for the affected funding sources and activities and shall govern the expenditure of funds under this Agreement as amended.

SFY 2026 BUDGET (01/01/26 – 06/30/26)	
FACILITY SUPPORT	$286,598.72
OPERATIONS	$843,524.68
ADMINISTRATION	$150,426.38
TOTAL	$1,280,549.78

SFY 2027 BUDGET (07/01/26 – 06/30/27)	
FACILITY SUPPORT	$593,671.49
OPERATIONS	$2,172,417.95
ADMINISTRATION	$330,523.56
TOTAL	$3,096,613.00

THIS SECTION

INTENTIONALLY

LEFT BLANK

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 AMENDMENT by having legally-binding representatives affix their signatures below.

SUBRECIPIENT

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 a part of this Agreement:

- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- SCOPE OF WORK

ATTACHMENT A: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   a. 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.
   b. 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.

JEWELS HELPING HANDS Name of Subrecipient / Contractor / Consultant (Type or Print)	HEART (1590), CHG, HSG, LOCAL DRF Program Title (Type or Print)
Name of Certifying Official (Type or Print) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

ATTACHMENT: SCOPE OF WORK

THE AURORA CENTER

1. DESCRIPTION

Program Overview:
Jewels Helping Hands (JHH) currently operates a 16-bed emergency shelter specifically designed to serve LGBTQ+ adults ages 18 and older experiencing homelessness under OPR 2026-0159. Starting November 1, 2026, this shelter will come under the umbrella of scattered site emergency shelters operated by Jewels Helping Hands.

The shelter will provide a low-barrier, trauma-informed, and affirming environment that prioritizes safety, dignity, and pathways to permanent housing. The project will be located within a scattered-site model and the location offers privacy, accessibility, and a calm environment conducive to stabilization.

Objectives:
- Provide safe, affirming shelter for LGBTQ+ individuals who face barriers in traditional shelter systems.
- Deliver culturally competent, trauma-informed care through trained staff.
- Connect guests to community resources for housing, employment, and wellness resources.
- Reduce harm and promote stability by offering individualized plans and low-barrier access.

Access and Intake:
- Referral-Only Model: All guests must be referred through the 24/7 intake line.
- Low-Barrier Entry: Guests are not screened out based on sobriety, documentation, or behavioral history.
- Structured Environment: Upon arrival, guests review and sign a Good Neighbor Agreement outlining expectations and community standards.
- Curfew enforcement (8:00 PM)

Target Population:
- Primary Population: LGBTQ+ adults ages 18 and older experiencing homelessness in Spokane. Individuals who identify as lesbian, gay, bisexual, transgender, queer/questioning, or other sexual and gender minorities (2SLGBTQ+).
- Priority Groups: Individuals facing discrimination or unsafe conditions in traditional shelter settings. Individuals with co-occurring behavioral health or substance-use challenges. People with chronic health conditions or disabilities require a low barrier, affirming environment. Individuals who have experienced trauma, violence, or exploitation related to their identity.

Why This Population?
LGBTQ+ individuals experience homelessness at disproportionately high rates and often face barriers to accessing safe, culturally competent shelter services. This program addresses those gaps by providing an affirming, traumatically informed space that prioritizes dignity, safety, and pathways to housing.

2. HMIS PROJECT NAME(S)

JHH--ES--AURORA CENTER

3. FUNDING

☒ This HMIS project is funded by this grant *only*

☐ This HMIS project is funded by *multiple* grants

4. HMIS PROJECT TYPE(S)

☐ Permanent Housing – Rapid Rehousing (RRH)
☐ Permanent Housing – Permanent Supportive Housing (PSH)
☐ Permanent Housing – Permanent Housing with Services (PHS)
☐ Permanent Housing – Permanent Housing Only (PH)
☐ Transitional Housing (TH)
☒ Emergency Shelter: Night-by-Night (ES: NBN)
☐ Emergency Shelter: Entry/Exit (ES: EE)
☐ Street Outreach (SO)
☐ Supportive Services Only (SSO)
☐ Coordinated Entry (CE)
☐ Day Shelter (DS)
☐ Homelessness Prevention (HP)
☐ N/A (PROJECT DOES NOT USE HMIS)

5. INVENTORY

Total Number of **Units** in HMIS Project	1
Total Number of **Beds** in HMIS Project	16

6. HOUSEHOLD TYPE FOR HMIS

☐ Households with Children
☒ Households without Children
☐ Households with Only Children

7. NUMBER SERVED

Total Number of **Individuals** Served with this Grant	120

8. POINT(S)-OF-ENTRY

☐ Coordinated Entry - Families
☐ Coordinated Entry - Singles
☐ Coordinated Entry - Youth & Young Adults
☐ Walk-In
☐ Healthcare Provider Referral
☒ Other (please describe): Referral-Only Model: All guests must be referred through the 24/7 intake line.

9. SITE LOCATION(S)

Aurora Center
4620 N. Post St
Spokane, WA 99205

10. ADMINISTRATION LOCATION

Jewels Helping Hands Administration Office
5126 N. Jefferson St
Spokane, WA 99205

11. SUBPOPULATIONS SERVED
This project serves the following subpopulation(s) ***exclusively:***

☐ Severely Mentally Ill
☐ Chronic Substance Abuse
☐ Veterans
☐ HIV/AIDS
☐ Victims of Domestic Violence
☐ Unaccompanied Youth Under 18
☐ Unaccompanied Youth 18 - 24
☐ Parenting Youth Under 18
☐ Parenting Youth 18 - 24
☒ N/A - This project does not serve any of the above subpopulations exclusively

12. VICTIM SERVICE PROVIDER
Is your organization, or subrecipient, a victim service provider as defined in 24 CFR 578.3?

☐ YES ☒ NO

13. RENTAL ASSISTANCE
Please select all that apply.

☐ Yes – Security Deposit Only
☐ Yes – Security Deposit + Admin Fees + First & Last Month's Rent
☐ Yes – Past Due Rent
☐ Yes – Future Rent
☒ No – This contract does not pay for Rental Assistance

14. SUPPORTIVE SERVICES
Please select all that apply.

Assessment of Services Needs..... ☐ YES ☒ NO
Assistance with Moving Costs..... ☐ YES ☒ NO
Case Management..... ☐ YES ☒ NO
Child Care..... ☐ YES ☒ NO
Education Services ..... ☐ YES ☒ NO
Employment Assistance/Job Training..... ☐ YES ☒ NO
Food ..... ☒ YES ☐ NO
Housing Search/Counseling Services ..... ☐ YES ☒ NO
Legal Services ..... ☐ YES ☒ NO
Life Skills Training..... ☐ YES ☒ NO
Mental Health Services ..... ☐ YES ☒ NO
Outpatient Health Services ..... ☐ YES ☒ NO
Outreach Services ..... ☐ YES ☒ NO
Substance Abuse Treatment Services..... ☐ YES ☒ NO

Transportation ..... ☒ YES ☐ NO
Utility Deposits ..... ☐ YES ☒ NO

☐ This contract does not pay for Supportive Services.....

15. STAFFING PLAN

The following job titles will be billed to this contract:

Center Manager
Peer Shift Staff
Clean Up Crew

16. PERFORMANCE

Night-by-Night Emergency Shelter		
Measure	Minimum Performance Standard	System Performance Standard
Length of Time Homeless in ES	Project will have an average length of stay of **no more than 90 days.**	Project will have an average length of stay of **no more than 30 days.**
Exits to Permanent Housing	**At least 40%** of persons in project will move into permanent housing at exit.	**At least 50%** of persons in project will move into permanent housing at exit.
Exits to Temporary or Institutional Settings	**At least 25%** of persons in project will move to certain temporary and institutional settings at program exit.	**At least 30%** of persons in project will move to certain temporary and institutional settings at program exit.
Returns to Homelessness	Project will have **no more than 20%** of adults who exited to permanent housing return to homelessness within two years of exit	Project will have **no more than 10%** of adults who exited to permanent housing return to homelessness within two years of exit
Employment and Income Growth	**At least 35%** of persons in project will gain or increase employment or non-employment income at exit (when they have a Date of Engagement).	**At least 50%** of persons in project will gain or increase employment or non-employment income at exit (when they have a Date of Engagement).
Average Length of Time to Date of Engagement	The average length of time for persons enrolled in project between enrollment and the person's Date of Engagement shall be **no greater than 30 days.**	The average length of time for persons enrolled in project between enrollment and the person's Date of Engagement shall be **no greater than 10 days.**
Average Rate of Utilization (Beds)	The average number of persons enrolled in project per night will represent **no less than the 85%** of projects' total bed inventory.	The average number of persons enrolled in project per night will represent **no less than the 95%** of projects' total bed inventory.
Average Rate of Utilization (Units)	The average number of persons enrolled in project per night will represent **no less than the 85%** of projects' total unit inventory.	The average number of persons enrolled in project per night will represent **no less than the 95%** of projects' total unit inventory.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2026

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

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

PRODUCER		
Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	CONTACT NAME: Church Mutual Insurance Company, S.I. PHONE (A/C, No, Ext): 1-800-554-2642 FAX (A/C, No): 855-264-2329 E-MAIL ADDRESS: customerservice@churchmutual.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Church Mutual Insurance Company, S.I.	18767
INSURED JEWELS HELPING HANDS 527 S Cannon St Spokane WA 99201-5616	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		0452568 25-998866	05/01/2026	05/01/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							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			0452568 85-000647	05/01/2026	05/01/2027	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Counseling Services NPHS Professional Liability			0452568 25-998866	05/01/2026	05/01/2027	Each Occurrence Aggregate	$1,000,000 $2,000,000

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

Abuse/Molestation: $1M/occurrence & $2M/aggregate
Cyber Liability and Data Breach Response Services: $1M/occurrence & $2M/aggregate
Property Damage Legal Liability for Assessed Building Value: $373,000
Business Income and Extra Expense to cover replacement of minimum one year of rent: $10,000
City of Spokane is included as Additional Insured, building owner with loss payable to City of Spokane
City of Spokane, its officers, employees, contractors, and agents are named as Additional Insured under CG 20 26 for General Liability

CERTIFICATE HOLDER

City of Spokane
Attn: City Administrator
808 W Spokane Falls Blvd
Spokane WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Pamela G Rushing

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/24/2026

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

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

PRODUCER
Church Mutual Insurance Company, S.I.
3000 Schuster Lane
P.O. Box 357
Merrill WI 54452

CONTACT NAME: Church Mutual Insurance Company, S.I.
PHONE (A/C, No, Ext): 1-800-554-2642 **FAX (A/C, No):** 855-264-2329
E-MAIL ADDRESS: customerservice@churchmutual.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Church Mutual Insurance Company, S.I.	18767
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
JEWELS HELPING HANDS
527 S CANNON ST
SPOKANE WA 99201-5616

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	**AUTOMOBILE LIABILITY**						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	[X] OWNED AUTOS ONLY / SCHEDULED AUTOS	Y		0452568 09-985605	02/28/2026	02/28/2027	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Additional Insured: City of Spokane

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Pamela G. Rushing

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STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 6, 2026

WA UBI No.	604 475 550
L&I Account ID	699,086-00
Legal Business Name	JEWELS HELPING HANDS
Doing Business As	JEWELS HELPING HANDS
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2026 "21 to 30 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).

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name:	JEWELS HELPING HANDS
Business name:	JEWELS HELPING HANDS
Entity type:	Nonprofit Corporation
UBI #:	604-475-550
Business ID:	001
Location ID:	0005
Location:	Active
Location address:	4620 N POST ST SPOKANE WA 99205-1160
Mailing address:	5128 N JEFFERSON ST SPOKANE WA 99205-5312

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane Nonprofit Business				Active	Mar-31-2027	Mar-24-2026

Owners and officers on file with the Department of Revenue

Owners and officers	Title
GARCIA, JULIE	President
GREEN, JASON	Treasurer

Registered Trade Names

Registered trade names	Status	First issued
JEWELS HELPING HANDS	Active	Jul-29-2019

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 8/6/2026 3:28:19 PM

Contact us

How are we doing?
Take our survey!

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

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/30/2026

Date Rec'd	9/1/2026		
Clerk's File #	OPR 2026-0800		
Cross Ref #			
Project #			
Submitting Dept	ARTS, CULTURE, AND HISTORIC	**Bid #**	
Contact Name/Phone	MEGAN 6543	**Requisition #**	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	NORMAN-JEFFERSON BUILDING (WINDSOR HOTEL & ANNEX) NOMINATION		

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 Norman-Jefferson Building was constructed in 1908 and 1910 and has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

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 Norman-Jefferson Building (originally the Windsor Hotel and Windsor Annex) at 1121 and 1129 W 1st Avenue were constructed as separate buildings in 1908 (Jefferson) and 1910 (Norman) and were internally combined in the early 1950s. The building has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head	DUVALL, MEGAN		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	lcamporeale@spokanecity.org
akiehn@spokanecity.org	

Findings of Fact and Decision for Council Review
Nomination to the Spokane Register of Historic Places
Windsor Hotel and Windsor Annex (Norman-Jefferson Building)– 1121-29 W 1st 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 1908 (Windsor Hotel - Jefferson) and 1910 (Windsor Annex – Norman); the Norman-Jefferson Building 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 Norman-Jefferson Building The 1908-1910 Norman-Jefferson Building is listed as a contributing structure in Spokane's West Downtown Historic Transportation Corridor National Register Historic District. Constructed during downtown Spokane's most significant growth period, 1900 to 1910, when the city's population surged from 36,848 in 1900 to 104,402 by 1910, the building is eligible under Category A "Broad Patterns of Spokane History" as a fine example of a Single Room Occupancy Hotel (SRO). SROs are a distinct type of working-class housing with 3-4 stories of housing above commercial spaces meant to service the upstairs residents.
   - While SROs appeared throughout the downtown Spokane area, the greatest surviving concentration is found in the National Register Historic District known as the West Downtown Historic Transportation Corridor, primarily along West 1st Avenue where an extant row of them remains in use. (The block face along the south side of 1st Avenue between Madison and Jefferson streets is that extant row, although the buildings are no longer SROs).
   - The Norman-Jefferson consists of two red brick buildings that were "knitted" together to share a single common wall and yet function as two separate buildings (constructed by separate owners). The Jefferson was completed in 1908 and originally named the Windsor Hotel. The Norman was constructed in 1910 as the Windsor Annex and during its construction was joined to the Windsor Hotel by lacing each course of bricks to create a "seamless" juncture. The two buildings are now considered as a single entity, the Norman-Jefferson.
   - Also eligible for the Spokane Register of Historic Places under Category C, Architecture, the three-story red brick building is a good example in the downtown of a mid-block, and a corner vernacular commercial building. With commercial use on the ground floor and hotel rooms on the second and third floors, the building function is consistent with its neighboring single room occupancy hotels to the east. It's basalt rubble and brick foundation, symmetrical brick façade, voussoired flat-arched and round-arched window bays, decorative brick belt courses, keystones and cornice, are characteristic commercial building features of the first decade of the 20th century.
   - The design teams for both buildings included architect Arthur Cowley and either his partner (Rigg) or collaborators (Keith and Whitehouse). This continuity of designer facilitated the duplication in design of the Windsor Annex to meet that of the Jefferson.

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 Norman-Jefferson Building has retained its location, design, setting and association, and still retains most of its materials and workmanship on the exterior. The Jefferson portion of the building, however,

has been altered by the replacement of the original double-hung wood sash windows. Both buildings, as is typical for downtown buildings, have had alterations to the original storefronts. As a result of its overall integrity, it is 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 Windsor Hotel and Annex (Norman-Jefferson Building) is eligible for listing on the Spokane Register under Category A due to its history as an SRO in downtown Spokane built during the decade of our greatest growth **and under Category C** in the area of architecture for its design by Arthur Cowley (and partners) and as a good example of the commercial vernacular type in downtown Spokane**.**

The Spokane Historic Landmarks Commission reviewed the nomination on 8/19/2026 and recommended its listing.

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 L1 B19 and RAILROAD ADD L2 B19

Parcel Number(s) **35192.1201 (Jefferson Building – 1129 W 1st) and 35192.1202 (Norman Building – 1121 W 1st)**, *are governed by a Management Agreement between the City of Spokane and the Owner(s),* **NO-JEFF LLC (c/o Christopher Batten)** *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 4.35. 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 _____. 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: 8/20/2026*

City Clerk No._____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **19th** day of **August 2026**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **No-Jeff LLC c/o Christopher Batten** (hereinafter "Owner"), the owner of the property located at **1121-1129 W 1st Avenue** commonly known as the **Norman-Jefferson Building** 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 _____, 2026, 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 _____, 2026.

_____

Notary Public in and for the State
of _____, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, CITY ADMINISTRATOR and GIACOBBE BYRD, 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 _____, 2026.

_____

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

NORMAN-JEFFERSON HOTEL

1123-1129 West First Avenue

2/17/2026

Rencorp Realty
827 West Second Avenue
Spokane, WA 99201

By

Jim Kolva Associates
115 South Adams Street, Suite 1
Spokane, WA 99201

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: Windsor and Windsor Hotel Annex
And/Or Common Name: Norman-Jefferson Hotel

2. Location

Street & Number: 1121-1129 W. 1st Avenue (Jefferson - 115 S. Jefferson Street)
City, State, Zip Code: Spokane, WA 99201
Parcel Number: Jefferson - 35192.1201; Norman 35192.1202

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: NO-JEFF, LLC
Street & Number: 827 W. Second Avenue
City, State, Zip Code: Spokane, WA 99201
Telephone Number/E-mail: Chris@RenCorpRealty.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: West Downtown Historic Transportation Corridor National Register Nomination
Date: 1999 ☒Federal ☐State ☐County ☐Local
Depository for Survey Records: Spokane Historic Preservation Office

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 Criteria and Statement of Significance

Applicable Spokane Register of Historic Places criteria: 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.

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
Verbal Boundary Description:	Jefferson - RAILROAD ADD L1B19; Norman - RAILROAD ADD L2B19
Verbal Boundary Justification:	Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title: Jim Kolva
Organization: Jim Kolva Associates, LLC
Street, City, State, Zip Code: 115 South Adams Street, Suite 1
Telephone Number: 509-458-5517
E-mail Address: jim@jimkolvaassociates.com
Date Final Nomination Heard: 8/19/2026

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: 7/27/2026_____

Date of Landmarks Commission Hearing: _____8/19/2026_____

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 Norman-Jefferson consists of two red brick buildings that were "knitted" together to share a single common wall and yet function as two separate buildings (constructed by separate owners). The Jefferson was completed in 1908 and originally named the Windsor Hotel. The Norman was constructed in 1910 as the Windsor Annex and during its construction was joined to the Windsor Hotel by lacing each course of bricks to create a "seamless" juncture. The two buildings are now considered as a single entity, the Norman-Jefferson.

Figure 1: Norman-Jefferson - Northwest corner, looking southeast

The three-story unreinforced brick buildings are symmetrically arranged and share common elements including a projecting pressed tin cornice with dentils that spans the facades of both buildings. Additionally, both front facades are detailed with white terra cotta outside corner quoins, windowsills and flat window arches with terra cotta keystones and springers. Finally, the centered main entrances of each building are identical with a slightly projecting classical entablature, entry landing and recessed entry door. Flat recessed-panel pilasters mark the corners and the juncture of the two buildings.

DESCRIPTION OF PROPERTY – CURRENT CONDITION AND APPEARANCE

Context

The Norman-Jefferson is in the West End of downtown Spokane at 1121-1129 West 1st Avenue, at the southeast corner of 1st Avenue and Jefferson Street. Railroad Alley forms the southern boundary of the site. The Commercial Building forms the eastern boundary at the east wall of the Norman. Across 1st Avenue to the north is the former Greyhound Bus Depot, now vacant. KHQ Television is kiddy-corner to the northwest and the Parsons Hotel is to the west at the southwest corner of the intersection. The block in which the Norman-Jefferson is located and the bracketing corners at 1st Avenue and Madison Street and 1st Avenue and Jefferson Street is the best intact row of former SROs in the city. Six buildings comprise this assemblage, with three listed in the Spokane Register of Historic Places: the Madison (1910), the Willard (1911, now Indigo Hotel), and the Commercial Block (1906); and the yet to be listed, Norman-Jefferson (1910, 1908), and Parsons (1910).

North Façade

Facing north on the south side of 1st Avenue at the southeast corner of 1st Avenue and Jefferson Street, the three-story unreinforced brick buildings are laid in running bond, symmetrically arranged, and share common elements including a projecting pressed tin cornice with dentils that spans the facades of both buildings. Additionally, both front facades are detailed with white terra cotta outside corner quoins, window sills and flat window arches with terra cotta keystones and

springers. Finally, the centered main entrances of each building are identical with a slightly projecting classical entablature, entry landing and recessed entry door. Flat recessed-panel pilasters mark the corners and the juncture of the two buildings. A white glazed terra cotta header cornice terminating the tops of the storefront windows runs between the entry entablatures and outside corners. The cornice wraps the northwest corner and extends over the storefront window on the west façade. The storefronts are mostly boarded up and have been altered over the years. Only the westerly bay of the Norman retains original leaded glass transom that spans between the entry entablature and the pilaster at the building juncture.

Figure 2: Norman-Jefferson - Front facade, looking south

The Jefferson has a slightly darker brick tone than the Norman. This is most evident at the juncture of the two buildings at the seam of the overlapping bricks. The Jefferson is divided into three paired and equally-spaced window bays. The original one-over-one wood sash was replaced by a previous owner several years ago. The current sash is white vinyl and divided into four lights. As mentioned previously, each window opening is framed by projecting white glazed terra cotta sills, plain brick jambs, and flat arches with pronounced voussoired glazed white terra cotta keystones and springers. Painted wood brick moldings are set within the openings. Above the projecting cornice the parapet wall is accentuated by projecting brick piers at the corners and a slightly ascending slope to a low stepped pediment. Within the pediment is a recessed panel with a faded "The Jefferson" sign. A painted flat metal coping caps the wall.

The Norman is also divided into three major bays with a centered single window opening flanked by paired double-hung one-over-one wood sash windows. The sill and arch details are identical to the Jefferson. Above the cornice, is a flat parapet wall capped by a painted sheet metal coping.

The Jefferson's west façade fronts along the east side of Jefferson Street. The Jefferson is a composition of two or three building additions melded into one building. In 1905 the owner had constructed a one (or two) story brick building on this 50' by 156' lot. At the time of construction, he indicated that he could add two more floors. It cannot be determined either from building records or the structure itself how the additional stories meshed with the original structure; but based on advertising signs on the interior brick walls and the brick color tones on the south half it appears that walls and framing from the original buildings are extant. The building is topped with an EPDM fabric roof.

The three-story front façade faces north along 1st Avenue. A contributing building within the West Downtown Historic Transportation Corridor National Historic District, the building is at the west end block adjacent to the three-story brick Commercial Building. The Norman and

Jefferson are both single-room-occupancy (SRO) hotels as was the adjacent Commercial Building. The block is fully intact with the Indigo (former Willard Hotel) anchoring the east quadrant, the Commercial Building in the middle and the Norman-Jefferson anchoring the west end.

East and West Elevations

The west elevation of the Jefferson Hotel fronts along Jefferson Street, while its east wall is shared with the Norman Hotel which abuts it to the east. The east elevation of the Norman abuts the adjacent three-story brick Commercial Building which is not as deep as the Norman-Jefferson. Thus, the southern fifty feet of the Norman's east elevation is exposed. Four boarded-up window bays are on the first floor. Brick header sills and segmental arches frame the openings. The red brick wall above is flat and featureless without openings (there are internal lightwells).

Figure 3: Norman - East facade, looking west

The west elevation reveals the phased construction of the Jefferson Hotel with two distinct segments-north to south and second to third floor. The owner and builder, H. E. Oechsli, operated a meat and poultry business on the lot and originally built a one-story brick building in 1905. He added two more stories and completed the building as the Windsor Hotel in 1908. The colors of the interlocking brick fields at the second-floor level and the detailing of the ground floor façade indicate at least two stages of construction. The third story with pressed tin cornice and pedimented parapet wall ties the elevation into a single entity. The brick patterns and ground floor indicate that construction was phased, but does not reveal the sequence.

The major difference of the phasing is shown on the ground floor and the juncture of the brick walls on the second floor. The southern segment, defined by the lighter color brick and steel beam header at the juncture of the first and second floors occupies slightly more than half the façade. The building's interior includes an east-west brick wall with bricked-in doors and windows that separate the northern and southern segments. The north end of the south segment is highlighted by a classical entry fabricated of pressed tin in the form of two flat columns supporting a broken swan's neck pediment. Flanking sidelights with recessed panel bulkheads walls and a tripartite transom with three separated lights topped by a slightly projecting cornice are included within the entry assembly. The door is blocked

Figure 4: Jefferson - Southwest corner and west facade, looking northeast

Figure 5: Jefferson - West Facade, main entrance

and the sidelights are covered over with plywood panels. A second entry with a projecting concrete step is adjacent to the south. This door opening and transom band are also covered over with plywood panels. A storefront occupies the bulk of the ground floor façade. The storefront consists of a centered and recessed entry bay. Fronting the bay is a Union Iron square column that supports the mid-point of the steel I-beam supporting the span between the southwest corner and the pressed tin cornice of the Classical door opening. A single door is within the entry and the angled side panels are clad with plywood panels. The storefronts are not original and each side consists of four large fixed vertical glass panels with a horizontal plywood panel separating the horizontal row of glass transom windows.

Figure 6: Jefferson - west facade, north section

The northern segment of the building's first floor, north of the classical entry, is flat with two groups of openings and a boarded-up shopfront window on the northwest corner. Within the flat wall between the classical entry at mid-building and the corner storefront window are two door openings, each flanked by single window openings (boarded-up). The openings are topped with segmental arches composed of voussoired brick arches formed by four rows of headers. The tops of the window arches are at the same level, while the tops of the larger centered openings are a brick course higher. Slightly projecting header sills frame the bottoms of the window openings. The northerly composition consists of a window with a low sill, the centered and wider door opening, and the window on the south side with a high sill. (The larger centered opening may have been a display window rather than door opening since it currently has a low glass panel bulkhead). The southerly door and window openings are configured similarly, with the north opening, a narrow door, and the south opening, a low sill window. As with the center opening in the north openings, the larger opening may have been a display window rather than door.

The second and third floors are identical with eleven full-sized window bays and two quarter-sized bays; the third-floor windows aligned over those of the second floor. The bays of the northerly segment are arranged from north to south with a pattern of a full-size bay, quarter size bay and full-size bay creating a symmetrical composition. This pattern is repeated in the next group of two large bays flanking the quarter-size bay. A single bay finishes the northerly segment as it meshes into the windows of the south segment. The six window openings of the south segment are identical in height and arch and sill configuration, but they are about eight inches narrower. With the exception of bays 2 and 3 (from north), the bays are equally-spaced in the façade. Other than the slight difference in widths, the window openings are identical with

slightly projecting brick header sills and segmental voussoired brick arches in which flat-arch window sash is set. The arches are composed of four slightly projecting brick header rows.

The original one-over-one light wood sash was replaced in ca. 2009 with a four-part vinyl sash in the northern segment and one-over-one sash in the southern segment. The original wood brick moldings have been retained.

The elevation is further unified by a projecting pressed tin cornice with dentils that spans the field above the windows from corner to corner. The corners project slightly above the parapet wall which inclines slightly to a low stepped pediment centered in the façade. Within the pediment (similar to the north façade) is a recessed panel which is currently blank.

Rear Elevation

The rear elevation is flat with the juncture of the two buildings on the same plane. As with the front, the two buildings are stitched together, but rather than an overlapping of each course, the locking seam consists of a block of five brick courses from the Norman inset about 4 inches into the Jefferson wall every seven or so courses. The parapet walls are the same height and both are capped with a sheet metal coping which overlap at the juncture seam. Four window bays are within the second and third floors of the Jefferson elevation and five bays within the Norman elevation. The windows are framed by slightly projecting brick header sills, plain brick jambs, and segmental arches formed by a triple row of voussoired brick headers. The brick forming the arches in the Jefferson project slightly, while those in the Norman are flush. The Jefferson sash has been replaced by vinyl sash while the Norman retains its original one-over-one double-hung wood sash but it is badly weathered with missing elements. The original fire escapes with ladders to the roof and centered in the Jefferson and Norman elevations at the second and third floor levels.

Figure 7: Jefferson-Norman - Rear (south) facade, looking northeast

The rear ground floor of the Jefferson is painted brick in which are set four high window openings (boarded up) with slightly projecting brick header sills and segmental-arches formed by a triple row of voussoired brick headers. In the east corner is a single pedestrian door set within a boarded loading bay. A metal louver vent is above the door. The door itself is recessed about three feet.

The ground floor of the Norman is a more active façade with bays that at one time opened shop fronts to the alley. It appears that two bays opened to the south, framed by brick walls and a steel I-beam header. The façade is a patchwork of plywood panels. The westerly bay includes a row of transom windows (about 10 lights), while the easterly bay has plywood panels covering the upper portion of the bay where transoms would typically be located.

Interior

The two buildings are joined near their midsection by a common stairwell and elevator lobby. The Jefferson is comprised of two segments with a brick wall that runs east-west next to the Classical entry of the south segment. This wall extends from the basement through the third floor. The Norman is a single structure extending from 1st Avenue to Railroad Alley.

A basement divided into a variety of spaces is beneath both buildings. The floors are concrete, walls are basalt rubble, concrete and brick. The ceilings are exposed floor joists. Other than mechanical equipment and storage, the basement rooms were not in public use.

The first floor of the Jefferson includes the Spokane Boxing workout room in the southern segment of the building with an entrance on Jefferson Street, and the abandoned retail spaces accessed from the front façade on First Avenue in the northern segment. The Spokane Boxing space consists of the workout floor and small utility room and restrooms on the north end. The floor is plywood and hardwood strip, the walls are exposed brick and the ceiling consists of the exposed joists of the second floor.

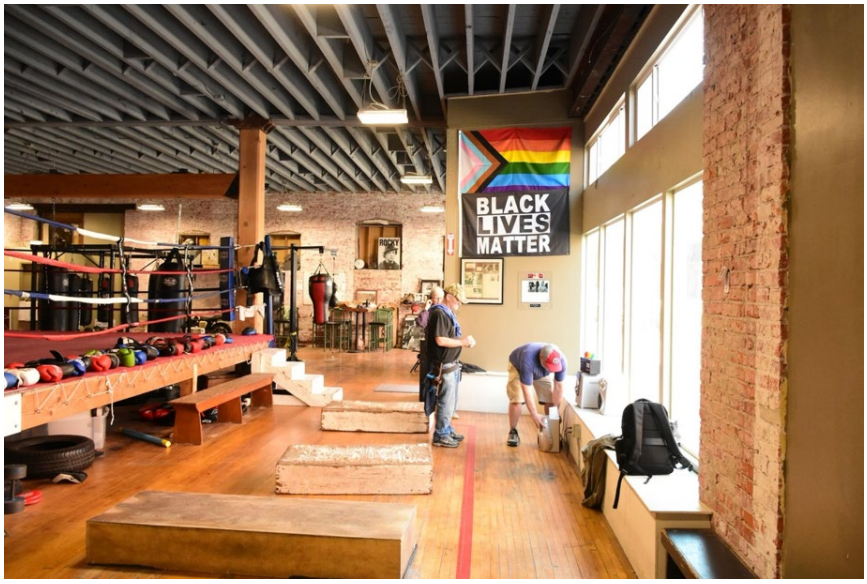


Figure 8: Jefferson - Spokane Boxing first floor, looking south along west wall

Figure 9: Jefferson - First floor, looking north along east wall

The front spaces of the ground floor have been gutted, but originally were divided into two spaces, with street entries flanking the central main entrance. This entrance provides access to the central stairwell, the main access to the second and third floors. Within this center stairway structure are ground floor stairways that provide access to the two sections of the basement. The interior materials consist of exposed brick, exposed floor joists and wooden subfloor. The southern brick wall, with bricked in door and window openings suggests that it was an exterior wall of the original building. An opening in the wall provides access to a hallway which reaches west to the original Jefferson Street entry. This door opening is near the juncture with the Norman building to which another door opening has been cut providing access to a common elevator/stair lobby. Note that the construction stairs and elevator are recent additions; the elevator is currently not functioning.

The construction stairs (open and unfinished) provide access to the second and third floors, each with an elevator/stair lobby between the two buildings. A new door opening has been cut into the wall of the Jefferson building that opens to the south segment. This floor has been gutted down to a plywood/board subfloor, brick walls and exposed floor joist ceilings. In about the midsection of the east wall (shared with the Norman) is a bump window well that provides an interior natural light source. The interior window trim is all that remains of the original interior of the Jefferson. An opening has been cut into the brick wall dividing the north and south segment that opens to the north segment which is essentially the same as the south. Subfloor, plywood and wood strip floor, brick walls, exposed floor joist ceiling and lightwells on the east wall. The stairwells down to the ground floor (and main entry) and up to the third floor are in the center of the north segment. In both cases, portions of the original stairs are extant and missing elements are stored in the basement. It is not known if all of the original railings and balusters are available.

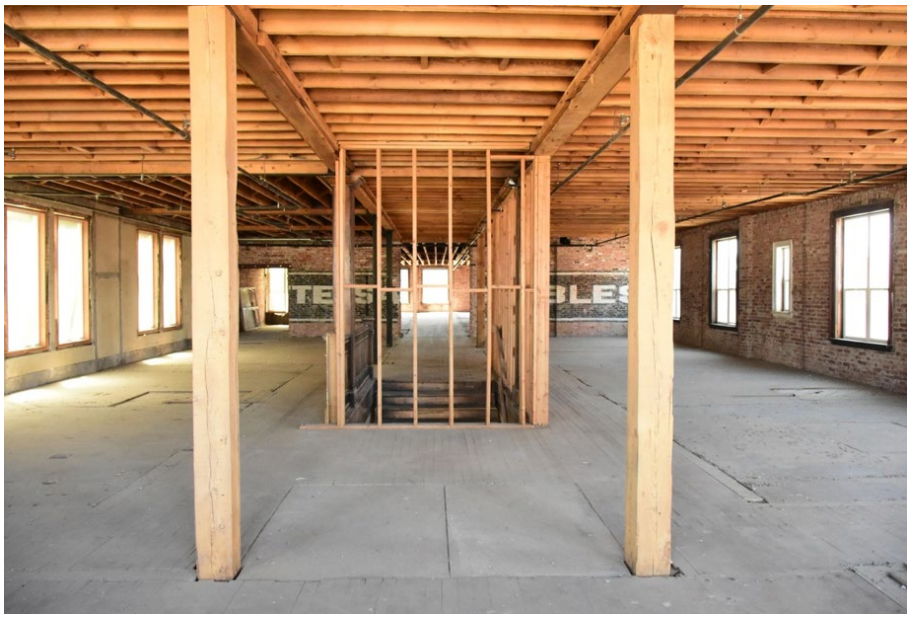


Figure 10: Jefferson 3rd floor north section, looking south from north wall

The main stairs between the second and third floors are walkable and at the third level the floor opens to a single room (walls of original apartments removed) with a view of the wall dividing the north and south segments. An opening cut into the wall removes a portion of a painted wall sign "The SA….Stables" (ca. 1905-1908). The floor consists of subfloor, strip flooring, and vinyl tiles. Walls are exposed brick with original window trim extant. The ceiling rafters are exposed through which the roof framing can be seen. Window lightwells are along the east wall. The southerly segment is essentially the same: original wood strip flooring which shows the pattern of the walls of the former apartments, bare brick walls, and exposed ceiling rafters.

Norman Hotel

A door opening cut into the northeast corner of the southerly segment opens to the third floor elevator lobby and Norman Hotel. The Norman is a single space defined by the perimeter walls of the building. Room divisions are created by 2x4 to 2x6-inch wood studs. As with the Jefferson, the walls have been stripped to bare brick and the ceiling rafters/floor joist ceilings are exposed. Most of the original framing of the central corridor, which runs through the entire building from the main central stairwell in the front (north) portion to the fire escape window on the south exterior wall, is extant. Most of the cross framing which formed the individual apartment units has been removed leaving pattern of the rooms in the wood strip and vinyl tile flooring. Lightwells are along both the west (shared with the Jefferson) and east walls. Four sets of lightwells are in the perimeter walls. The northern portion of the east wall is adjacent to an

existing building while the southern lightwell, although internal, is against an exterior wall above a parking lot.

The stairwell on the third floor is open and framed by the original balusters. The stairs down to the second floor are largely intact with spindles, railings, newel posts and original steps extant. The second floor is essentially the same as the third floor. The stairwell from the second floor to the ground floor and main entrance are in poor condition and not safely passable.

Figure 11: Norman 3rd floor, looking north at central stairwell

Access to the ground floor was available on the construction stairs accessed from the stair/elevator lobby. The space is open with the walls stripped to wood studs and bare brick, exposed floor joist ceiling and wood strip and plywood panel floor. A difference in grade results in a four-foot platform for the southern portion of the floor. The front portion of the room was historically divided into two store bays with doors opening to 1st Avenue on either side of the central main entry. The southern portion of the room is somewhat a mishmash of spaces with two to three shop fronts opening to the alley. It appears that there were active shop fronts along the alley paralleling the Northern Pacific railroad tracks.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

The Norman-Jefferson is largely intact with no major exterior modifications beyond the evolution of the storefronts along 1st Avenue and Jefferson Street, and the replacement of the second and third floor windows of the Jefferson. Currently ground floor windows and door openings on the ground floor are boarded, but these will be reopened, refurbished and reconstructed in the pending renovation of the building pursuant to the National Park Service's Federal Investment Tax Credit for Historic Preservation approval process.

Three previous owners of the building have proposed a renovation of the buildings, but other than removing the historic interior walls, lath and plaster ceilings and wall covering, little substantive work has been completed.

JEFFERSON HOTEL - LIBBY PHOTO 1926

SECTION 8: STATEMENT OF SIGNIFICANCE

Area of Significance:	**A – Broad Patterns of Spokane History**
	C – Architecture
Significant Dates:	**1905, 1908, 1910**
Period of Significance:	**1908-1968**
***Architect*:**	**Jefferson: Arthur C. Cowley and Keith and Whitehouse**
	Norman: Cowley and Rigg
***Building Developer*:**	**Jefferson: H. E. Oechsli**
	Norman: Rachael Newman and son, Jesse Newman
***Building Contractor*:**	**Norman: C.W. Pettifer**

SUMMARY STATEMENT

Significant under Category A – Broad Patterns of Spokane History
The 1908-1910 Norman-Jefferson Building is listed as a contributing structure in Spokane's West Downtown Historic Transportation Corridor National Register Historic District. Constructed during downtown Spokane's most significant growth period, 1900 to 1910, when the city's population surged from 36,848 in 1900 to 104,402 by 1910. The building(s) retains good integrity of design, materials, workmanship, feeling and association.

The Norman-Jefferson is considered to be a single building, although the Jefferson was completed in two or three phases between 1905 and 1908 as the Windsor Hotel. The Windsor was followed in 1910 by a separate building, the Windsor Annex. The design teams for both buildings included architect Arthur Cowley and either his partner (Rigg) or collaborators (Keith and Whitehouse). This continuity of designer facilitated the duplication in design of the Windsor Annex to meet that of the Jefferson.

As stated in the West Downtown nomination, "This two-part, three-story brick SRO [single room occupancy] contains the Jefferson and Norman Hotels. Classical entries are centrally located in each segment of the 1st Avenue façade. The Jefferson entry features a keystone volute. A metal and neon sign covers a similar decoration on the Norman entry. Upper story fenestration on the west elevation is irregular segmentally arched one-over-one double-hung windows, first floor openings vary in shape and size. An original central entry on this elevation is surrounded by a broken swan's neck pediment and classical columns. A sign plaque set in the parapet, a cornice with dentils, radiating voussoirs above flat-ached windows, and terra cotta corner quoins.

The nomination also features the SROs as a distinctive type of working-class housing, the single room occupancy hotel. As described in the nomination, the SRO characteristically stood three to four stories in height, with the ground floor given over to commercial space for businesses catering to the needs of both the occupant housed within, and to the pedestrian traffic present in many burgeoning cities. …While SROs appeared throughout the downtown Spokane area, the greatest surviving concentration is found in the West Downtown Historic Transportation Corridor, primarily along West 1st Avenue where an extant row of them remains in use. (The block face along the south side of 1st Avenue between Madison and Jefferson streets is that extant row, although no longer used as such.) The district nomination listed the Norman and Jefferson as contributing structures within the class of Spokane SRO buildings.

The three-story brick structure (now the Jefferson) was built by H. E. Oechsli, of Spokane Meat and Poultry. The building was originally built as a one-story building and was subsequently enlarged in two to three steps.

The building retains significant exterior integrity as an SRO hotel building anchoring the west end of an intact block of commercial buildings of the same era. According to the West Downtown Historic Transportation Corridor District Nomination, general characteristics of these buildings include unreinforced masonry construction, stepped parapets, patterned brickwork and corbeled parapets and courses. Exhibiting similar construction as its neighbors and included as a contributing resource within the West Downtown Historic Transportation Corridor District boundary, the Norman-Jefferson Building meets the characteristics of the building types and uses included and described within that district.

Significant under Category C – Architecture
The three-story red brick building is a good example in the downtown of a mid-block, and a corner vernacular commercial building. With commercial use on the ground floor and hotel rooms on the second and third floors, the building function is consistent with its neighboring single room occupancy hotels to the east. It's basalt rubble and brick foundation, symmetrical brick façade, voussoired flat-arched and round-arched window bays, decorative brick belt courses, keystones and cornice, are characteristic commercial building features of the first decade of the 20th century. The Jefferson portion of the building, however, has been altered by the replacement of the original double-hung wood sash windows. Both buildings, as is typical for downtown buildings, have had alterations to the original storefronts.

Historical Context
The historical context for Spokane has been included in several National and Spokane Register nominations, including the East Downtown National Historic District (Woo, 2003) and National Historic Register multiple-property listings: Single Room Occupancy Hotels in the Central Business District of Spokane, WA 1900-1910 (Holstine, 1993); thus the Spokane historic context discussion is abbreviated.

The Spokane River and its falls had long been a gathering place for Native American tribes. It also attracted white settlers, J.J. Downing and family, and S.R. Scranton who established a claim at Spokane Falls in 1871. James N. Glover and Jasper Matheney would follow and purchase the claims of 160 acres and the sawmill from Downing and Scranton. Early industry would use the water power for milling and sawing lumber and to generate electrical power. The settlement would grow slowly until the coming of the railroad.

The Northern Pacific Railroad arrived in Spokane Falls in 1881, the year of Spokane's incorporation, and with the connection of the eastern and western branches in 1883, transcontinental service through Spokane Falls was established. Spokane continued to grow as a regional shipping and distribution center through the 1880s. Between 1886 and 1889 the population increased from 3,500 to 20,000 people. Although suffering a set back by the fire of August 4, 1889, which destroyed approximately thirty-two blocks of the business district from the railroad tracks to the river and from Lincoln to Washington Streets, the city quickly rebounded as new brick buildings rose from the ashes. The devastation wrought by the fire resulted in a city ordinance to reduce fire hazard, leading to brick and terra cotta becoming the dominant building materials of the rebuilt downtown.

When Spokane rebuilt the downtown after the fire, the business district would spread east to Division Street and follow Monroe Street across the river. Sanborn Fire Insurance maps from 1891, 1902, and 1910 show a marked increase in the building of commercial buildings in the east downtown. Frame dwellings gave way to brick commercial buildings and street frontages began to solidify. Among the property types and businesses that were prevalent were hotels, lodging houses, saloons, banks, drug stores, and restaurants. They were built to meet the needs of a rapidly growing population.

Generally, warehouses cropped up along the Northern Pacific rail corridor, between the two alleys bracketing the tracks. In the blocks north of that warehouse district and the Northern Pacific railroad depot were shops and two-to-three-story residential hotels, or SROs. These hotel blocks ran along Riverside and Sprague avenues, and the cross streets between Washington and Browne streets as they melded with the office and retail district.

According to historian Woo (2003), Spokane's population exploded from 36,848 to 104,402 between 1900 and 1910.

> This growth mirrored the population expansion of the state that saw its greatest increase in the same decade. Many people moving to Washington settled in the states three largest cities: Seattle, Tacoma, and Spokane. Various industries rapidly developed and with it a demand for more buildings. Most of the city's urban downtown skyline was created from about the late 1890s to 1912 with the construction of office buildings, banks, hotels, department stores and other commercial buildings. As author John Fahey describes, Spokane, which had put up 675 new structures in 1900 as migration accelerated, built 1,500 to 1,900 buildings a year from 1904 through 1909.
>
> The economic boom and population expansion of approximately the first fifteen years of the 20th century was short-lived. Growth in both areas in the next decade slowed considerably. By 1920, the population of Spokane was only 104,437, an increase of only 35 people from 1910. Investors soon realized the city was overbuilt. The region it served (the Inland Northwest) was not able to sustain the city and keep pace with the speculative growth. By 1950, the population had increased by only 50,000.

The West Downtown Historic Transportation Corridor National Register Nomination discusses the characteristic buildings within the district: railroad-dependent warehouses and businesses, single room occupancy hotels and lodgings, and automobile-related businesses. In describing the SROs:

> On the streets than run parallel to the railroad, lodgings for transient workers emerged in the form of single room occupancy hotels (SROs) and other lodging houses. Ten commercial style brick lodging houses stand extant along West 1st Avenue (old Highway 10). Two brick commercial style apartment buildings remain on West 2nd. A majority of the twelve are framed, brick blocks with terra cotta or metal trim. Most have brick, basalt, or poured concrete foundations. Roofs are typically flat. Eight of the hotels were constructed in the first decade of the twentieth century. The earliest, the Montvale Block, dates from 1899, part of the rebuilding boom that followed the 1889 fire.

Characteristics of Single Room Occupancy Hotels (SROs)

Craig Holstine in his National Register Thematic nomination for Single Room Occupancy Hotels in Spokane, described the characteristics of the SRO:

> Single room occupancy hotels were typically of unreinforced masonry construction, usually red or buff bricks. Architectural detailing was rarely elaborate, and normally sparse. Although sizes varied, they were normally more than two and less than five stories high, …Most SROs had basements, usually used to house coal-burning furnaces and for storage. …
>
> In most SROs, a stairway entering from the front of the building provides direct access to the second level, where a small lobby or waiting area with a built-in bench is situated adjacent to a manager's office or nook with registration desk. Interior stairways are often included in SROs, usually positioned near the rears of the two side wings, or in the building's midsection. Fire escapes provide emergency exits from real hall windows.
>
> Fenestration patterns on the upper levels normally reflected the regular, consistent arrangement of the guest rooms. Windows were almost always double hung wood sash. Plate glass display windows were common features of the street level commercial bays that existed in most SROs.
>
> Perhaps the most character-defining feature of single room occupancy hotels is their floor plans on the upper, residential floors. Normally hallways cross the width of the buildings paralleling the street behind the bank of rooms facing onto the street; hallways, often wide in dimension, run at ninety-degree angles off the front hall into side wings of the buildings, with rooms facing into the hallways. Rear hallways paralleling alleyways behind the buildings may exist to complete a square configuration surrounding a light well providing sunlight to interior rooms. In the typical modified "U" shaped buildings, the light well opened out into the alleyway behind the structures. Some upper-level hallways received both artificial and sunlight from ceiling skylights. … Hinged transoms above the doors provided ventilation to the rooms, all of which had additional ventilation from exterior windows. The few interior rooms without exterior windows were apparently connected via single doors with another room having an exterior window.
>
> While some rooms were originally equipped with private baths, the overwhelming majority of rooms in SROs did not have baths or toilets. These features were found on each floor and shared in common by residents of as many as 19 rooms. Some rooms had sinks with hot and cold running water, but most appear to not have had sinks originally. Some SROs had built-in closets; most had wardrobes or armoires.

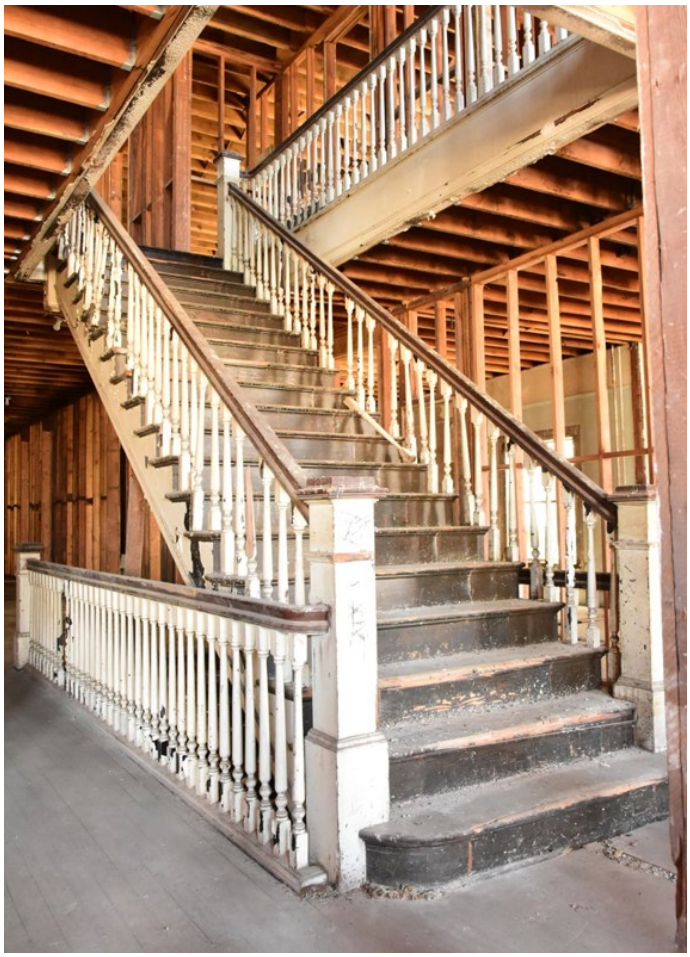


Figure 12: Norman 2nd floor central stairwell, looking north

The Norman-Jefferson, built near the end of the period designated by Holstine exhibits many of the characteristics described above. Main center corridors ran the length of the buildings to access open central stairways and alley fire escapes, shared lightwells, restrooms down the halls, and minimal amenities, defined the hotel as a classic SRO. Rooms each had a window, either on the outside wall, or predominantly, along the inside lightwells. Rooms also had a transom window that opened into the hallway, which along with the windows provided ventilation. Rooms also had sinks and a closet, but the toilets and tubs were down the hall. The 1920 census suggested that permanent residents resided in numbered apartments, and "roomers," perhaps more transitory, lived in more basic rooms.

The characteristic features of the SRO have been removed and the building is essentially a brick shell. The ninety or so rooms that lined the halls have been demolished. Some evidence is extant that maps the pattern of interior rooms, restroom locations, circulation pattern, and materials. The main stairs of the Jefferson have been altered, but the central stairs of the Norman are intact. News accounts list the number of units in each of the buildings: 46 in the Jefferson, and 55 in the Norman.

Development of the Norman-Jefferson block

The first map depicting the site of the Norman-Jefferson Hotels was the 1889 Sanborn Fire Insurance Map, which showed by lot as undeveloped. 1st Avenue bounds the north side, Jefferson Street the west side, and the Northern Pacific Railroad, the south side.

The 1889 Sanborn showed a small print shop on the eastern portion of the future Jefferson lot and a feed and hay warehouse and the Starr Feed Sale on the future Norman lot. Dwellings occupied the four lots to the east. Washington Stone occupied the southeast corner of the block. South of the half-block was the Northern Pacific Railroad main line and spurs.

New buildings were depicted a year later in the 1890 Sanborn. The frontage along 1st Avenue was filled in with new buildings. The lots at the east end of the block, named the Gandy lots, contained three buildings with lodgings facing 1st Avenue, a dwelling facing Madison Street, and the Washington Stone Co. at the southeast corner facing the Northern Pacific railroad tracks. Eight dwellings occupied the middle of the block, facing both 1st Avenue and the NP

tracks. "Star Feed and Sale" with lodgings, and a feed and hay warehouse, another dwelling, a print shop, and a vacant lot completed the block.

The 1891 Sanborn showed about the same structures, but two had transitioned to brick, and three dwellings had been removed. The frontage of the Gandy lots had been filled in, with one of the buildings constructed of brick.

In 1902, the Gandy lots were fully developed with two-story lodgings along 1st Avenue, the dwelling along Madison Street, but Washington Stone had vacated and the building it had occupied was now a livery stable. Livery stables occupied the west end of the block, and "White Front Livery Feed Stable and Corral" ran the entire frontage of Jefferson Street between 1st Avenue and Railroad Alley. Klondike Livery, a wagon and carriage house with stables to the rear were also 1st Avenue neighbors. Across Railroad Alley to the south was the Diamond Ice and Fuel Company that featured a rail spur and accessory buildings with "coal in sacks" and coal sheds. Across 1st Avenue to the north, the brick Felix Block, along with the Montvale Block (1899) on the block to the east, began the march of single room occupancy hotels along 1st Avenue. All Saints Cathedral anchored the west end of that block.

Dramatic changes were depicted on 1910 Sanborn. The Gandy lots were shown as a blank captioned with "FOUNDATION FOR 5 STORY BRICK BUILDING." The Commercial Hotel, built by Gandy and his wife in 1906-07, occupied the middle of the block and fronted along 1st Avenue. Two frame dwellings remained in a void to its south. The lot abutting the west, was captioned "EXCAVATION FOR 3 STORY BRICK BUILDING." The end of the block occupying the entire Jefferson Street frontage (Jefferson Hotel, 1908), and with its front door on 1st Avenue was a new three-story brick building. [Note: the 1910 Sanborn shows the Jefferson Hotel (Windsor) in place. Assessor shows 1909 as construction date, with a couple of journals (and SR-7/2/1908) announcing in 1908 that it would be built by Harry Oechsli with Keith & Whitehouse and Arthur Cowley as architects. According to the Assessor's files, the Norman hotel was built in 1908, but the 1910 Sanborn shows the lot as being excavated, and *The Spokesman-Review* in an October 1910 article mentions the building, along with the Willard, as filling in the block front along 1st Avenue: "The material is brick and terra cotta, matched with the Windsor hotel building on the southeast corner of Jefferson street and 1st avenue." Also note that the Parsons Hotel, completed in 1909 is on the west side of Jefferson Street.]

By 1911, and depicted on the 1926 and the 1952 Sanborn maps, the entire block was filled with brick buildings. The five-story Willard (Otis) was completed in 1911 (and renamed the Atlantic by 1926), the three-story Commercial Block in 1906-07, the three-story Windsor Annex (now Norman) 1910, and anchoring the west end of the block, the three-story Jefferson (Windsor) in 1908. The Jefferson (Windsor) was designed by Keith and Whitehouse and Arthur Cowley. Further, the Norman, originally called the Windsor Annex was built in 1910. An SR 1910 article with a photo of the block reports the construction of the building next to the Jefferson (Windsor) Hotel and attributed its design to Cowley and Rigg.

The 1952 Sanborn shows the same buildings as 1910 with the removal of the brick house behind the northeast corner building.

Development of the Norman Jefferson Hotel

Harry Oechsli, the owner of Spokane Meat and Poultry, was originally from Windsor, Missouri via Butte, MT. He had set out for the "fields of Montana" from Windsor in 1890. An article in the Windsor Review of January 1897 announced the marriage of Mr. Oechsli, of the firm of Oechsli & Co. produce dealers in Butte, Montana. Oechsli had established a meat market in Butte in 1893 and moved to Spokane in 1898 to found Spokane Meat and Poultry which he operated at 1st and Jefferson.

The Spokesman-Review reported in its October 19, 1905 edition that "H. Oechsli Buys Building." According to the article, H. E. Oechsli, a produce commission merchant doing business at the southeast corner of 1st Avenue and Jefferson Street, has purchased from his former partner, John Carstens, the latter's one-half interest in the building where the business is conducted." The one-story brick structure, 50 x 80 feet, with walls to carry two more stories and was erected a year ago at a cost of $3500. The lot is 50 x 142 feet. The price paid was $6,000.

Two years later, June 12, 1907, *The Spokesman-Review* reported "Meat Company to Expand." H.E. Oeschli of Spokane Meat and Poultry company has taken out a permit to erect a two-story brick building at the southeast corner of 1st avenue and Jefferson street to be occupied by his company. The building will cost about $10,000. It will occupy the full depth and width of the lots which is 50x156, having a frontage of the Northern Pacific right of way which affords good shipping facilities. In the same edition under building permits application had been made by H.E. Oechsli for a $10,000; two-story brick on lot 1, block 19, 1st Addition to Railroad Addition. Oechsli had also applied for a permit to connect with city water main on June 8th, for the address South 109 Jefferson Street.

A year later, Oechsli's building would again be expanded: $**30,000 Building on First Avenue**" announced the July 3, 1908 edition of *The Spokesman-Review*. "H.E, Oechsli to Erect Three-Story Brick at Corner of Jefferson." "First Floor will be Occupied by Spokane Meat and Poultry Company – Living Rooms Above." "H.E. Oechsli, proprietor of the Spokane Meat and Poultry Company, will construct a 50x156 feet building that will cost about $30,000. Keith & Whitehouse and Arthur Cowley are the architects."

> Mr. Oechsli now has a one-story building 25X50 feet on the site, occupied by the Spokane Meat and Poultry Company. This will be carried up two more stories and a three-story building will be put on the east 25 feet of the lot.
>
> Two storerooms will face First avenue, with stairs between leading to the second floor. All the first floor, except the inside storeroom will be occupied by the Spokane Meat and Poultry Company. The basement will also be used as a freezing room by the company. The building will extend back to the railroad right of way.
>
> On the second floor there will be living rooms, arranged partly in suites and partly independent. The rooms are large and well lighted and ventilated. Work has already started on tearing down the old frame building on the east side of the lot.

The American Architect and Building News also reported the building in its July 22, 1908 edition, again naming Keith & Whitehouse and Arthur Cowley as the architects.

The August 23, 1908 edition of *The Spokesman-Review* headlined its Sunday Real Estate section with "**These Nine Buildings Cost Nearly $4,000,000**." "Spokane's Remarkable

Building Record for 1908 Proves This City the Most Prosperous in the Entire United States." Among the buildings highlighted with photographs were the Paulson, Peyton, Spokane Drygoods, Kemp & Herbert store, Wilson Apartment house, and the Federal Building. Architect Albert Held, having just completed a trip around the country "declares that Spokane is doing more building than all of them together" (Duluth, Minneapolis, St. Paul, Seattle, Tacoma, Portland, and Vancouver).

The article included photos of some 34 buildings under construction in Spokane at a total cost of at least $4,750,000. In addition to these business buildings there are easily $1,500,000 worth of residences and apartment houses. (Banner headline on pp28 and 29 "Business Buildings and Residences Now Under Construction Will Cost Approximately $5,600,000; Total for Year Will Exceed $7,000,000. A list of some 36 "Big Buildings Now Under Construction in Spokane" included the Spokane Meat and Poultry Building at a cost of $30,000.

The lot between the just completed Windsor Hotel (named after Oechsli's hometown of Windsor, Missouri) and Commercial Block to the east, having been owned by Mrs. Rachel Newman since 1904 would join the brick parade along 1st Avenue. "Mrs. R. Newman To Build On First," reported *The Spokesman-Review* on December 12,1908.

> Mrs. Rachel Newman will build a three-story building next spring on the south side of First avenue, just east of Jefferson Street. The building will occupy the full lot and probably cost $40,000.
>
> In architectural design Mrs. Newman's building will conform to that just completed by the Spokane Meat and Poultry company, which will adjoin it on the west. A party wall agreement has been made by the different owners of the two properties. The Spokane Meat and Poultry building is one of the best built structures of its class in the city, and the new block is to be similar to it in both design and construction. Mrs. Newman has owned this site for five years, lot 2, Block 19, Railroad addition, purchased in 1904.

Meanwhile, Harry Oechsli was taking another big step in west downtown real estate as reported by the *Spokane Daily Chronicle* on October 26, 1908. Having just finished building a new block on the southeast corner of 1st Avenue and Jefferson Street, he had purchased the property on the immediate block to the west with $33,000 cash. It was reported he bought the site for a five-story brick block with an estimated cost of $75,000. He stated: "This is going to be a corner of some account. I am going to put up a five-story white pressed brick building, built for a hotel, with rooms upstairs." Oechsli commented that the proposed white brick building would contrast well with the red brick building he had just finished at the southeast corner. That building had been built on a lot he had purchased five years before and with the lot, was an investment of about $85,000.

"Bought Fine Lot and Let it Go In a Hurry," reported the *Spokane Daily Chronicle* on October 27, 1908. Indeed, Oechsli owned the lot for just over a day before he resold it to Mr. William E. Parsons of Winters, Parsons & Boomer, railway contractors. The price of the lot was the same as paid by Oechsli in his purchase, $33,000. Mr. Parsons stated that he intended to improve the property in much the same line as proposed by Oechsli in the article mentioned above.

W. E. Parsons completed the five-story brick and terra cotta hotel in 1909 at a cost of $100,000. Keith and Whitehouse were the architects (who also designed the Windsor with Arthur Cowley). *The Spokesman-Review* displayed a photo of and reported the completion of the Parsons Building on November 21, 1909.

Both the *The Spokane Press* and *The Spokesman-Review* reported the progress of Mrs. Rachel Newman and her building on January 8, 1910. According to the Review, "Building, $35,000, On First Avenue," the work would start in April.

> "One more imposing structure is to be added to the improvements planned on the south side of First avenue between Madison and Jefferson streets.
>
> The new structure is the $35,000 three-story brick and terra cotta building now being planned by Mrs. Rachael [sic] Newman and her son, Jesse Newman. Work on which will start in the spring, probably early in April. The structure, with the $130,000 structures planned by Dr. J.E. Gandy, will change the entire block on First avenue and will give that avenue one block of all modern effective buildings, the Windsor hotel now gracing the corner of Jefferson Street.
>
> The plans for the building are being completed b Architect A. W. Cowley, and contracts are being let so that work may begin as soon as the existing leases can be amicably settled or expire. If the leases are settled before the expiration construction work will be started immediately.
>
> The lot is 50x142 feet in dimension and at present is occupied by a livery stable. The property has a valuation of about $45,000. (Mrs. Newman had purchased Lot 2, Block 19, Railroad addition from R.S. Irish on December 14, 1904.)
>
> In the plans for the building Mrs. Newman has arranged for two storerooms running the full length of the structure on the first floor. The basement will be constructed the entire length and will be finished off to provide storage rooms for the stores as well as being equipped with hot water heating plants.
>
> There will be 55 rooms in the two upper floors, which will be finished throughout in birch. Each room will have hot and cold running water, clothes closets and adequate lighting facilities.
>
> According to the plans the building will be ready for occupancy early in the fall.

The *Spokane Daily Chronicle* wrote in September 19, 1910 of the progress on the Newman building. "Would Extend Windsor Hotel to Newman Building on First Avenue," captioned the photo of the Windsor Annex still under construction.

> Negotiations have been under way for some time between the management of the Windsor hotel, 1129 First avenue and agents of Mrs. R, Newman, in an effort to incorporate the new Newman building into the popular hostelry. The Newman building is now nearing completion by the Pettifer Construction company and will be ready for occupancy within a few more weeks. Under the superintendence of Cowley & Rigg, the architectural firm which planned the building, the same style of architecture as was used in the construction of the Windsor hotel has been adhered to in the exterior finish of the Newman building. The later adjoins the Windsor hotel on the east. [Cowley, in collaboration with Keith and Whitehead, had also designed the Windsor.]

The Newman building covers an area of 50x153 feet and consists of three stories and a full basement. On the lower floor arrangement has been made for two stores, while the second and third floors are being finished for hotel or apartment purposes.

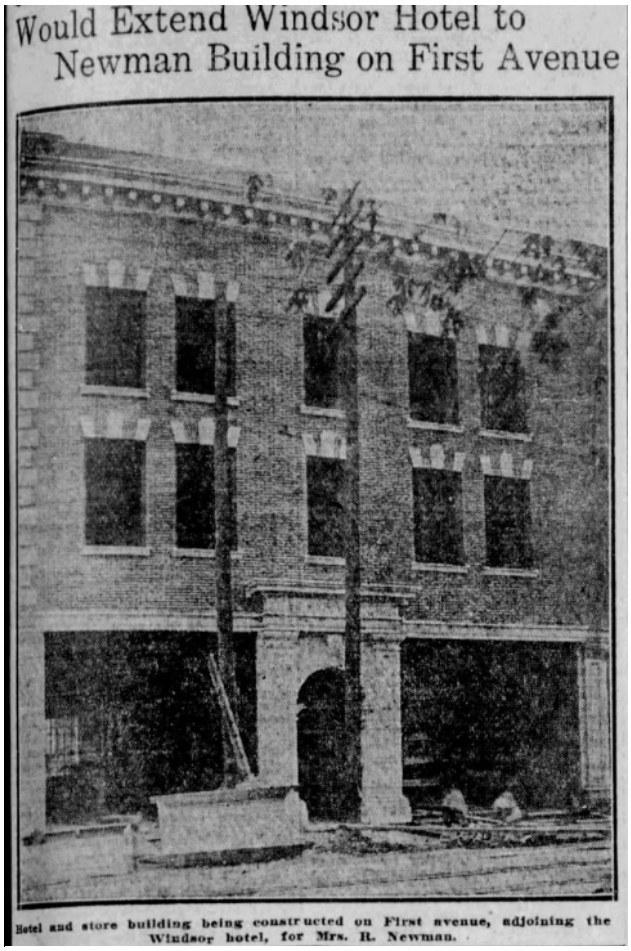


Figure 13: Spokane Chronicle September 19, 1910

On October 30, 1910 *The Spokesman-Review* reported progress along 1st Avenue which featured a photo of the block between Madison and Jefferson streets. The photo and article showed the newly constructed hotel building built by J.E. Gandy at a cost of $130,000 with Cowley and Rigg as architects. According to the article Rachael Newman was planning to invest $45,000 in a new three-story brick building with two storerooms on the ground floor, full basement, and 52 hotel rooms, on a lot of 50 feet by 155 feet. The design would match the Windsor Hotel building on the corner. Cowley and Rigg also designed the Windsor Annex (Newman) and C.W. Pettifer was the contractor.

The Windsor and the Windsor Annex were finished and occupied, but the names Windsor and Windsor Annex were short-lived. In the year 1913, the Windsor made its debut in *The Spokesman-Review* as the Jefferson; and by 1914, the Windsor Annex was the Wayne Hotel.

In October 1914, *The Spokesman-Review* reported: "**Junge Takes Over Wayne Hotel**."

> The furniture and business of the Wayne Hotel, W1123 First avenue, was purchased yesterday from A. McLaughlin, who recently took over the establishment, by August Junge, engineer at the Parsons hotel. The change in management will be made today. The consideration was $4000. [Note that the sale of the hotel was for the hotel business only. The building itself and the ground floor businesses were not be included.]

Ads for the Wayne Hotel would run in the classified section through September 1919 when they overlapped with the Irby Hotel at 1123 1st Avenue which began its ads in April 1919. The Wayne had been listed for sale in 1918 and was advertised as the New Wayne Hotel under new management. "For Sale – Hotel of 50 rooms, well furnished; private bath, attractive entrance; good location. 1123 1st. ave." The Irby Hotel was listed in the classified ads through 1920, but not thereafter.

On the ground floor, Spokane Meat & Poultry would move out of the building around 1918-1919. Harry Oechsli turned to automobiles as his business in 1916. Harry Oechsli joined the automobile businesses of Auto Row along with the Cowles Publishing Company who built a brick salesroom building at W1210 1st Avenue. *The Spokesman-Review* reported in the September 24, 1916 edition: "**New Building For Auto Firms**" "Harry Oechsli of the Traders Tire & Motor Supply Company, First avenue and Jefferson street will occupy the First Avenue section. In addition to a large business in automobile accessories Mr. Oechsli has an agency for the Ford automobiles and has a big sales list to his credit." Located in Spokane's auto row, the building would house businesses such as Firestone Tire & Rubber Co., Sanders Auto Parts, Motor Supply Company, Todd Sales, Hayes Car Agency, National Finance & Investment Co., and Bearing & Rim Supply. Other businesses included Northern School Furniture, Inc., Essig Drug Company, and Seidenbach's Fixture Market.

Oechsli had relocated to Montana around 1917 with dealerships in implements and tractors with headquarters at Billings, Great Falls, and Lewistown. He returned to Spokane in November 1922 to sell Ford automobiles as president of the National Motor company. It was reported by the Review that his 6-month old Ford dealership has set new records for sales. *Motor Age*, in a December 28, 1922 article reported Oechsli's return to Spokane.

> Back to Spokane, from which he absented himself for several years, and back to the Ford products which he spread over the Inland Empire is Harry E. Oechsli. As a setting for his renewed activities, he, Oechsli, has leased space at 1212-14 First avenue and W1213-15 Sprague avenue, a structure built for his purpose several years ago, and that he may begin without limitations, he is expending $15,000 on machinery and its installation, shop and service equipment, illumination and other improvements.

Figure 14: The Spokesman-Review, June 26, 1927

In July 1924, he was replaced as president of the National Motor Company, local Ford dealers. Motor West in April 15, 1924 reported that a Spokane Financing Company had been established. "Incorporated last October for financing automobile contracts and chattel, National Finance and Investment Co., Spokane, has been organized, with Harry E. Oechsli as president, Mrs. H.E. Oechsli, vice president."

In 1927, Oechsli changed his automobile business to the Hupmobile. An article in the *Spokane Press*: "Four Cogs in the HUD-SEX Machine" reported that Harry E. Oechsli had announced organization of his sales staff. "Further realignment of HUD-Sex Motors was announced yesterday by Harry E. Oechsli, president, who recently took over the distribution of Hupmobiles for the Inland Empire." *The Spokesman-Review* in its June 26, 1927 edition carried a half page ad that his newly formed Western Motor Company would be a change only; they would continue to sell the Hupmobile.

On September 4th, in preparation for the auto show at the Interstate Fair in Spokane, he was representing Hupmobile under the Western Motor Co. In 1932 Oechsli transitioned from only selling automobiles to financing them as well, with the founding of National Finance Investment Company in his main office at S107 Jefferson.

An advertisement in *The Spokesman-Review* for the Jefferson Hotel on March 16, 1928 stated: "It contains 98 unusually large rooms with private phones. The rooms are finished in highly polished cherry wood and are all carpeted, which makes them very attractive. A number of the rooms are equipped with private bath.'' This ad reveals the joining of the rooms in the Norman and those of the Jefferson as a single entity.

"**Jefferson Hotel Changes**." Reported *The Spokesman-Review* on July 31, 1929. Again, the business, not the building was sold. Mrs. Mable Fox had sold the lease and furnishings to Mrs. Louise Burchett and Mrs. Margaret Ryan for $15,000 cash. Mrs. Fox had operated the hotel for the past 10 years.

The Annex was also mentioned in an article in *The Spokesman-Review,* October 18, 1929 edition in reporting the visit to Spokane of Jesse Newman, "**Lauds Spokane Growth**." "Jesse Newman, a wholesale tobacco dealer and one of the leading citizens of Butte, Mont., a Spokane visitor, is impressed with the prosperity of the city and predicted increased building activity. … Mr. Newman is the owner of the Jefferson hotel annex on West First, where improvements were completed recently at a cost of approximately $5,000." Jesse Newman, who with his mother built the Windsor Annex, was in the tobacco business and resided in Spokane through 1912 when he and a partner, Lee Marx purchased the wholesale and retail cigar and tobacco business of the Louis S. Cohn company of Montana. They left Spokane in 1912 and relocated to Butte, Montana.

For the first time, classified ads for the Norman Hotel were published in *The Spokesman-Review* in November 1932. "Norman Hotel, W1123 1st. Cozy, warm rms: use of community kitchen; share baths; $2.50 wk, up."

The *Spokane Daily Chronicle* reported on September 24, 1933: "**Death Claims Harry Oechsli.**"

> Harry E. Oechsli, 54, Opportunity, president of the National Finance and Investment company, died suddenly Sunday morning at the Davenport hotel following a stroke. He had been feeling ill for several days, and did not go to his home over the weekend. He was formerly a well-known automobile dealer.
>
> Mr. Oechsli had resided in Spokane and vicinity for 25 years. He first entered the automobile business in 1916 in Montana and in 1923 organized the National Motor company here. Three years later he headed the Hud-Sex Motor company. He owned the Jefferson hotel and other properties. His home in Opportunity is one of the show places in the valley.
>
> He is survived by two brothers, George of Butte and Frank of Windsor Mo. Mrs. Oechsli died in December 1929. Mr. Oechsli was a member of the Elks. The body is at the Smith funeral home.

Oechsli left an estate of $75,000. The largest single item in his estate was the Jefferson Hotel which was valued at $40,000. He also had one of the finest homes in the Spokane Valley at Appleway and University, valued at $17,000.

In April 1934, the Oechsli Estate announced a three-year lease and sale of furnishings of the Jefferson Hotel to Mrs. Rose M. Bevan. "The hotel embraces the second and third floors and includes 40 rooms."

"**Halterman Gets Jefferson Hotel**," reported the *Spokane Daily Chronicle on* July 4, 1946. "Furnishings and the lease of the Jefferson Hotel, at 1129 First have been purchased by Paul D. Halterman from Mrs. Ala Thurston for $16,000."

The *Spokane Daily Chronicle* reported in April 1948 that Steve Hinos had purchased the fixtures and taken a lease on the Norman Hotel from J.D. Fowler. The Hinos interest in the Norman was short-lived; in October of 1948, Hinos sold the furnishings and lease to E.J. and Florence Kessinger for $23,100.

In March 1949, the Spokane Daily Chronicle reported "**Operators Change at Jefferson Hotel**." William J. Knorre Jr purchased furnishings and fixtures and took a lease on the two-story for around $24,000 from Mr. and Mrs. Fred Samm.

Tenants of the ground floor of the Norman-Jefferson listed in the 1950 Polk Directory included Morrie's Tavern, Frank's Cleaning and Pressing, and Donart's Coffee Shop.

Mr. Knorre consolidated his downtown real estate holdings in 1951 by merging the Jefferson Hotel which he had leased in 1929 via purchase of the lease of the Norman Hotel. According to The Spokesman-Review of April 14, 1951: "**Two City Hotels Will be Merged**."

> William J. Knorre Jr.., proprietor of the Jefferson hotel, Jefferson and First, has purchased the adjacent Norman hotel from Sam Sellinas, and will merge the two buildings, he announced this week.
>
> Both buildings are three-story brick structures, with the Norman located just east of the Jefferson. …The merger will give Knorre a 91-room hotel which will be known as the Jefferson.
>
> Sales price listed in the country records was $18,000.
>
> Knorre has been engaged in the resort and hotel business in eastern Washington for the last 10 years. He bought the Jefferson in 1949.

Tenants listed in the 1960 Polk included Miller-Devert Costume Rentals, Turner Les Auto Parts, Fone D'Las Tavern, Jefferson Barber Shop, and Chuck's Panite Clns, with two vacancies.

In 1962, a new music venue and art gallery opened in the west First neighborhood with the conversion of a tavern to Opus 1, at 1121 West First. "**Opus 1, New Spokane Spot, Offers Live Classical Music**."

> The chips are down.
>
> "Opus 1, a new Spokane nightery, where live classical music is the principal product, has assigned itself the task of determining whether the long-hairs are as

> dedicated to their kind of music, as are the jazz fans, who support two swinging establishments…
>
> The sign has changed for only a couple of weeks at the First Ave., location that formerly was merely a tavern across from the bus depot, the word has been getting around.
>
> It is against this backdrop that two of the operators are making musical history, for no place just like Opus 1 is known to exist, at least in the West. …Nightly (except Sundays), violinist Ron Kilde and pianist Dick Totusek, provide a five-hour concert that would maim the average artist."
>
> Look for big things on West First—and for similar establishments around the country. But remember, you saw it first in Spokane."

Opus 1 was also a home to the visual arts in that it staged regular exhibitions of Spokane artists. In July 1963, and exhibit of drawings and paintings by artist Clyde Butts graced the walls. Opal Fleckenstein, Butts' art mentor at Eastern Washington State College displayed her work in September. "**Exhibit Show by Fleckenstein**," in September 1963.

The Opus provided entertainment on West First until February 1966 with an ad in *The Spokane Daily Chronicle:* "This Week Only" "Napua" "Hawaiian Go-Go, Authentic Tahitian Dances."

The Opus 1 continued its run until early 1966, and the space transitioned to the new home of the Boot Hill Tavern in May 1967. The Opus experiment had reverted back to a traditional tavern. *The Spokesman-Review* carried ads in the May 3-8, 1967 classified: "All new Boot Hill Tavern is opening, we need girls. Must have Washington State Liquor I.D."
The Spokesman-Review carried an ad on May 19, 1967 for the Boot Hill Tavern, 1121 W. 1st across from Bus Station.

With that the tone of the neighborhood shifted from classical music and Tahitian dances to a rough and ready tavern, aptly named the Boot Hill. And with the Boot Hill, "Spokane's Newest Western Tavern," came guns. The May 12, 1967 edition of *The Review* featured an advertisement for Boot Hill which depicted a cowboy with two guns blazing and the question "Want Action?" and the action soon followed.

Figure 15: Spokesman-Review May 12, 1967

"**Man Is Booked in Gun Incident**." Reported the *Review* on August 5, 1967. The man was "allegedly waving a .22 caliber revolver in the Boot Hill Tavern, W1121 First.

"**Seattle Motorcyclists Face Assorted Charges**." In November 1968, four persons were arrested at the Boot Hill Tavern, W1121 First, for concealed weapon and accused of kidnapping, assault and armed robbery.

"**Penalty Levied**." In March 1971, the liquor license for the Boot Hill Tavern was suspended for service of alcohol to minors.

"**Man Is Knifed; 2 Are Arrested**," reported *The Spokesman-Review* on October 23, 1972 for a fight at Boot Hill Tavern. Several men were standing outside the tavern with one bleeding. As officers went inside to investigate another fight broke out. "**Stabbing Case Arrest is Made**," replied the *Spokane Daily Chronicle* in the evening news.

"**Suspect is Nabbed in Tavern Holdup**." In December 1973, the *Chronicle* reported a robbery at the Boot Hill Tavern; about $200 had been taken.

"The *Spokane Daily Chronicle* ran daily classified ads in its March 1974 editions. "Tavern for sale. Want to sell immediately, lots of room for expansion, good potential. Fine clientele and good keggage. Across from Greyhound Bus Terminal. Good Expo spot, W1121 First, Boot Hill Tavern."

"**Woman Held in Larceny Case.**" According to the April 25, 1974 *Spokane Daily Chronicle*, a young woman employed at Boot Hill Tavern, took $300 from the tavern and was booked at the County-City jail for grand larceny.

"**Business Burglaries Under Investigation**," reported the *Chronicle* in April 1976. According to police officers, about $200 plus some checks were stolen in a break-in at the Boot Hill Tavern, W1121 First.

In spite of the growing neighborhood crime issues and deterioration of the buildings along west 1st Avenue, the City of Spokane took its first step in providing public housing; and it was perhaps because of that deterioration that the city was able to buy the five-story Parsons Hotel which had been recently vacated. The Parsons was the western bookend of the row of SROs along West 1st that included the New Madison apartments at the east end, the Otis Hotel, Commercial Block, and the Norman-Jefferson hotels.

"City buys Parsons Hotel for public housing." 10/2/1979.
The city, through the Spokane Housing Authority (an autonomous governmental agency with directors appointed by City Council) was purchasing the vacant building for $360,000 for the city's first public housing project. In April of 1979, the city had been seeking a loan of $400,000 in federal Community Development Funds to convert the unoccupied Parsons Hotel into a 64-unit apartment complex. Although there were a dozen proposals for the project, the city completed the renovation itself and retained the ownership through the Spokane Housing Authority. The controversial project was completed and began filling the 50 available units in October 1982. Along with the firing of the director of the Spokane Housing Authority and objections over the "excessive" cost of the units, the project was completed and occupied by low income and disabled residents.

"**Skid Road is vanishing – but the bums aren't.**" In a June 29, 1980, opinion column, Chris Peck, for *The Spokesman-Review* described the post Expo-74 changes to the east downtown and the demise of the flop houses and bars that had sustained the bums that had littered the sidewalks and slept in the doorways. They had been driven from Trent and Main and were now infesting Riverside. According to a local business owner, "All your Skid Road

hotels are torn down. They have to move somewhere." He also observed that "You are not going to get rid of them."

The gentrification of this vanishing skid row district exacerbated the shift of the flop houses and bars to the stretch of 1st Avenue west of Monroe Street, the area including the Montvale, Madison, Otis, Commercial, and Norman-Jefferson hotels, and the degradation of the West 1100 block of West 1st.

One of those businesses that catered to the skid row clientele was the Dead End Tavern, at 315 Riverside Avenue, which had drawn complaints from its neighbors and was involved in several incidents with the law. The tavern had its own troubles in the shooting of its bartender on April 20, 1981. Several men had been fighting and one pulled a pistol, shot into the floor, with a ricochet hitting the bartender in the leg.

"The other Spokane's Christmas." "**A priest found the real Christmas with the 'nobodies' in a hotel**." On Christmas day, 1982, The *Spokane Daily Chronicle* told the story of the have-nots living in downtown Spokane's low rent apartments. The article told of the sabbatical adventure of Father Hal Dressel, S.J., usually ministering to the Rose Bud Sioux in South Dakota, who wanted to live in a downtown Spokane hotel and experience the life of the people there.

> Does Christmas exist in the "other" downtown Spokane?
> …
> But what about those hundreds of dark, little rooms in downtown hotels and the people living there – the lonely, the elderly, the handicapped, the unemployed, the mentally and physically ill, the reformed and unreformed criminals, the practicing and recovering alcoholics. What about that wide assortment of people going through some pretty rough times?
> What is Christmas like in that "other" downtown? Does it even exist?
> As the site of his adventure, he chose the Norman Hotel, an ancient building on First Avenue near Jefferson, wedged between the Dead End Tavern and an adult bookstore across from the Greyhound Bus Depot.
> Father Hal Dressel, S.J. looked for Christmas in downtown Spokane and did he ever find it – the pain of it as well as the unexpended beauties.
> The 52 rooms at the Norman are reached by ascending a long, narrow staircase, covered with linoleum worn spotty with the passage of thousands of footsteps.

The article continued to paint a picture of Father Hal's experience and the West 1st residents to which he ministered.

The notorious Dead End Tavern had moved to the 1100 block of West 1st from 315 West Riverside in 1983. The move had not freed the Dead End Tavern from the scrutiny of law enforcement. In July 1983 it had been subject of a Spokane Police sting operation and the owners were charged with serving a drunk transient. In that July police operation officers took a transient from tavern to tavern in an attempt to get the man served while drunk. The Boot Hill, historically the ending for the dead, became aptly named as the Dead End.

The Spokesman-Review reported on September 9, 1983 that the "**Charge against tavern dropped**." The complaint charged that wine was served to an intoxicated transient. "But

Gerald Wiley, owner of the Dead End Tavern, W1121 1st, said officers were harassing his tavern because he complained about a confrontation with two policemen in February.

In the following week's report, September 15: "**Tavern gets notice to suspend license**." The Washington Liquor Control Board is seeking a 3-day license suspension of a downtown tavern in connection with a charge, now dropped, that a barmaid served a drunken transient. Gerald Wiley, owner of the Dead End Tavern, said Tuesday he received a notice from the liquor board that his license would be suspended in October as a result of the alleged incident. But, on December 10th an Administrative law judge backed the tavern in recommending against suspension of the license.

> One of the downtown neighbors, at South 109 Jefferson, was Crosswalk, a haven for street kids that had opened on November 4, 1985…. Supported by the Spokane chapter of the Volunteers of America and area churches, it opened on November 4th with the mission of providing a place for street kids to get a meal, relax and go to school. Crosswalk both attracted and supported the youth already engaged in the street life of the 1100 block of West 1st.

The Spokesman-Review in the first of many articles that would be written about the neighborhood described the activity in a June 14, 1987 article. "**West First blend of young and old: It's on the rocks**."

> A solitary figure walked out of the Otis Hotel, into the Sunburst Tavern and settled into the fifth bar stool. The old man ordered a beer and fixed his attention on the Tom and Jerry cartoon coming from the color TV.
>
> More customers followed, and by 6:10 on this Wednesday morning, life of West 1100 First was in full swing.
>
> As the sun burned the morning haze off this beleaguered block, the cooks at the Coach House were making breakfast for a restaurant full of early risers. At the other end of the street, Pat Francis, the clerk at the porno video arcade, was making change for customers already crowding into his small back room.
>
> In between, the winos and the panhandlers emerged from nighttime roosts in nearby alleys to work the stretch of sidewalk that has become a Spokane eyesore.
>
> …
>
> The block is now the target of a combined attack by police and business owners to deal with the growing problems of prostitution, robbery, burglary, drug dealing, rape and assault.
>
> Young street-hardened runaways find themselves at odds with elderly fixed-income tenement dwellers. The old-timers blame the kids for the crime on the street. The kids feel the resentment and return it.
>
> Both factions have hours when they call the street their own. During late afternoon and evening, the kids appear dominant. The morning and early afternoons have an elderly touch.
>
> "It's almost like they trade shifts," Francis observed.
>
> …
>
> "This block is going to hell," said Ferry. "When I first moved in, this block was still decent. I mean we had our winos but now we have all these young upstarts. They ought to have their butts spanked and sent home." ….

> Dead End bartender Mary Ellen Gerner has a soft spot for the seniors who live upstairs. The Otis, Norman and Jefferson hotels and the New Madison Apartments, 1029 First, together have more than 300 residents.
>
> "They are good people," Gerner said, "But they are lonely people and no one cares about them. They stick to this block because this is all they have."
>
> Gerner doesn't like the way West 1100 First has changed. "It used to be people would try and bum a dime or a nickel or just a penny off you, and that's all right," she said. "But these young kids, they ask you for a dollar and if you don't give it to them, they'll knock you down."

In the same edition both *The Spokesman-Review* and the *Spokane Daily Chronicle* continued the story. "**It's survival of the fittest down here.**" "Block of West First broils with sex, crime, violence."

> If Spokane has its dark underbelly, this is it.
>
> At the western edge of the downtown core, it has become a magnet for derelicts, drug abusers, prostitutes and runaways. The 1100 block of West First, between the Otis Hotel and the Greyhound bus depot, arguably is the city's worst Skid Road.
>
> Police say robbery, assault, theft and harassment are common. Male and female prostitutes walk the street. Drugs are peddled.
>
> "It's kind of survival of the fittest down there," Sgt. Mike Yates said.
>
> …
>
> The neighborhood long has been a melting pot. Scores of pensioners, the handicapped and unemployed occupy the cheap rooms in aging hotels. Racially, the neighborhood is diverse as any in the city.
>
> Street-level businesses include two taverns, a restaurant-cocktail lounge, porno shop, convenience market, barber college and a ministry devoted to the down-and-out. A senior citizen center is a few steps away.
>
> Around the corner is the Crosswalk volunteer program. It's working to get juvenile runaways off the streets.
>
> But some on the block say problems took a turn for the worse when Crosswalk opened 19 months ago. …
>
> We are concerned about the number of young people down there and the potential for sexual abuse," Allen said. "The difficulty is getting the street kids to come forward and really detail what's going on."

On September 24, 1987 the *Spokane Daily Chronicle reported:* "**Police set up outpost in high-crime area**."

> It's not necessarily Fort Apache –The Bronx, but it's the closest thing to it in Spokane." The Spokane Police Department opened its first substation Wednesday in the middle of West 1100 First – a block known for its street people, prostitution, muggings, rapes, assaults and burglaries. … It's arguably the worst street in the downtown area, and police recently began to admit they were losing the battle.

Murder was added to the list of W. 1100 First woes as reported in *The Spokesman-Review* on October 4, 1988. "**Police seek motive after disabled pensioner slain**."

> Resident of Parsons Hotel stabbed with butcher knife in front of Dead End Tavern. He was a regular patron of the adjacent Sunburst Tavern. Assailant found at counter of Coach House Café.

"**Bartender serves hope at the Dead End**."
David Hirschman of *The Spokesman-Review,* in the December 27, 1988 edition wrote of one of the anchors of the neighborhood.

> The gruff, gray-haired bartender surveys the sullen faces that surround her at the Dead End Tavern each day –and she sees hope.
>
> …
>
> Stale cigarette smoke hangs heavy in the tavern, which sells cheap wine "to go" to people who are going nowhere.
>
> …
>
> Some of the down and out residents of Spokane receive charity during the holidays – but they have another advocate whom they can count on all year. They call her Mary Ellen, a woman who has been looking out for them for more than two decades. She runs the Dead End Tavern, W1121 First in a rough neighborhood downtown near the bus station.
>
> …
>
> "I sort of look out for them, I know they are people –not bums, not tramps, not winos—but people."
>
> Mary Ellen Gerner has been a bartender since she came to Spokane in 1966 as a single mother with two infants. She needed money, and a job tending bar was available.
>
> Mary Ellen and the Dead End Tavern are well known to police. Radio dispatches don't have to give the address when they send officers there to investigate complaints.
>
> …
>
> She calls the police with problems ranging from disorderly customers to knife fights. "I usually stop a brawl before it starts. They almost always start arguing before the start swinging, and if I can get to them while they are still arguing, I can at least get them out of the bar before a fight starts."
>
> And although there are people who call the Dead End Tavern a dangerous place, Mary Ellen disagrees. "This place isn't tough," she said. "What's tough is the lives these people are forced to live on the streets each day."

As an aside: Pat Sullivan, retired social worker for the Spokane Veteran's Hospital, commended Gerner on her shepherding of the veterans who lived in the neighborhood. Gerner would collect their pension checks, cash them, take their monthly rent payment out of the cash, the rest of which she would hold and ration out to them. [making sure they had enough for beer money].

Another downtown neighbor was introduced in February 1990: Kevin Ch'en, a Chinese American and Minister of City Gate Fellowship was "nourishing the hungry souls," of which there were plenty in the neighborhood. City Gate, at 1113 W. 1st between the Otis Hotel and Dead End Tavern, was formed in 1986 to minister to the homeless.

The west end of downtown had escaped the tear down of the SROs that had been experienced in the Expo and post-Expo period in the demise of Skid Row as reported in the 1980 column by Chris Peck. But, the next decade would bring the closure of hotels, reduction of rooms through

renovation, and conversion to alternative uses. In February 1990, *The Spokesman-Review* reported the closure of the run-down Jefferson in the context of hotel closure and demolition.

"**Downtown poor run out of room**." Reported *The Spokesman-Review* edition of February 25, 1990. A full page was devoted to the crisis in downtown housing.

> Maybelle Green learned to live among prostitutes, drug dealers and bums. What she couldn't stand was toilet water dripping from the ceiling onto her head.
> That's what finally convinced the 85-year-old widow to move out of the Jefferson Hotel in downtown Spokane.
> For 17 years she watched the Jefferson transform from a clean hotel completed with maid service to an eyesore boarded up in October for health and fire code violations.
> "It got so there was a lot of dope being pushed there … There were always all kinds of needles in the restrooms. There was lots of prostitutes who lived there, too."
> …
> The Jefferson, W1129 First, was one of the 36 apartment buildings closed to housing in downtown Spokane during the past 10 years. That amounts to a loss of more than a third of all low-income housing downtown. The buildings either were converted to commercial uses, demolished or boarded up.
> While 1220 rooms and apartments have been removed from the downtown area in the last decade, just 190 units have been added through renovations. … [Article continues on downtown housing crisis.]

On May 9, 1988, *The Spokesman-Review* reported that the man accused of the stabbing death of a Parsons Hotel resident in front of the Dead End Tavern in October 1988 had pleaded guilty to manslaughter.

New life was on the horizon for the Jefferson Hotel: "**Low-income housing in hotel plans**," reported the March 22, 1990 of *The Spokesman-Review*.

> The Jefferson Hotel, closed last fall by health and fire inspectors, was sold Wednesday to a Spokane man who plans to reopen the building for low-income housing. Rick Warriner, a former housing rehabilitation specialist, bought the property at W1129 First from California owner Gary Rice, said property manager Jim McClenahan. The sale price was $125,000.
> Warriner said he wants to begin rehabilitating the 39-unit building in April and could reopen it as early as next fall. For city officials, the purchase could help relieve the tightening low-income housing market downtown. But nearby property owners, angry at the drug traffic and prostitution in their neighborhood say it will take more than one property owner to save First Avenue." … [continued on A4.]

The proposed resurrection of the Jefferson did nothing to slow the parade of prostitution, muggings, rapes, drugs, assaults and burglaries, in 1st Avenue's West 1100 block. According to the April 5, 1990 edition of *The Spokesman-Review.* "**Transient arrested after woman stabbed at Dead End Tavern**." "A Spokane woman was hospitalized Wednesday evening after a transient walked into the bar where she was drinking, stabbed her three times with a

knife, then fled." … "I just saw him walk in and the next thing, I knew, someone was shouting 'Hey, that man has a butcher knife,' said bartender Donna Wiley.

An attempt to reduce the fights and brawls along their street, and to avoid being shut down by the liquor board, an initiative was taken by the local taverns. *The Spokesman-Review* reported "**Taverns Launching Cleanup**, and the *Spokane Daily Chronicle* reported "**Coping with the wild crowd**," **West First Avenue businesses try to clean up their act**." in their April 10, 1990 editions.

> Jerry Wiley closes the Dead End doors at 7 pm. Jason Knott won't serve anyone he suspects of dealing drugs or engaging in prostitution.
>
> Faced with the loss of their liquor licenses, West First Avenue tavern and lounge owners are trying to clean up their neighborhood before liquor control authorities do it for them. …
>
> In a three-pronged approach neighborhood leaders are calling for a police foot patrol, a ban on the sale of fortified wind, and sentencing restrictions to stop habitual criminals from returning…". A group of businessmen request police patrols, and banning the sale of fortified wine – three businesses still sell it. Four out of five crimes in neighborhood are related to alcohol. The Coach House lost more than 60 percent of its business when refused service to suspected criminals. "The Dead End Tavern began closing its doors at 7 p.m. to discourage the "wild crowd" that comes in at night."

The police side of the story was reported by *The Spokesman-Review*: "**Walking a beat keeps the block 'cool,' not clean**. (7/18/1990)

> … "But for Spokane police, walking the beat means dealing with prostitutes – both male and female—who act as if their profession were legal. It means pimps who think they own the slabs of concrete where their "girls" work.
>
> And it means drugs, fights, rapes and other crimes that make up the illegal trade that flourishes in the 1100 and 1200 blocks of West First Avenue –the only neighborhood in town where foot patrols are regularly scheduled. … The two-block stretch is home to a bus station, an adult book shop, two taverns and several residential hotels that house mostly low-income senior citizens. …

"**Jefferson Hotel refurbished as Crosswalk moves."** The Spokane Daily Chronicle reported on August 21, 1990 that the Jefferson was back to accepting new tenants. "The 36-room downtown hotel, which closed last year as a bug-infested health hazard, reopened las week as the Jefferson Center, providing shelter for drug- and alcohol-free tenants and those in need of transitional housing."

On August 22nd, *The Spokesman-Review* highlighted the importance of the reopening on its editorial page: "**Hotel Gone Bad Gets Chance to go Straight**." (Editorial)

> A year ago, the Jefferson Hotel had hit rock bottom.
>
> Garbage spilled from rooms into hallways. Bugs, used syringes, broken windows, non-working bathrooms, human excrement on walls and floors and a host of fire code violations rendered the transient hotel all but uninhabitable. It was full all right, but only six of the 30 who inhabited it were paying tenants. Many of the rest used the vacant rooms and halls for prostitution and drug dealings"
>
> …

> Fortunately, today the Jefferson at W1129 First, has a new lease on life. It reopened last week as the Jefferson Center, with eight of its 36 rooms ready for rent to recovering drug addicts and alcoholics and for elderly or homeless people in need of transitional housing.
>
> …
>
> West First, if it is to be saved, may have to be rescued one property at a time until the city develops a plan and a strategy for major restoration. The old Jefferson Hotel is a good place to begin efforts anew.

But the Jefferson going straight seemed to be short-lived and the tone of 1100 West 1st did not change and may have gotten darker. The prostitutes and the onslaught of crack cocaine illuminated that darkness as reported by *The Spokesman-Review.*

"**Man's bad day just gets worse**." (July 30,1992) A retired carpenter living in Browne's Addition was walking home from the Hide Out Tavern in the 1100 block of West First and hired a prostitute who approached him on the street. He took her home and shot her when she took some money from his wallet at his apartment.

"**Suspect in farmer's death arrested in Pasco**." (October 29, 1992.) Deceased picked up his killer, a prostitute along West 1100 1st and hired her for sex. The farmer took her to rimrock, got out of his pickup. The prostitute then stole the pickup and ran over him.

"**Crack Cocaine seizes West First Avenue**." (February 22, 1993).

> West First Avenue is a neighborhood under siege, a place where 3-year-old boys ask strangers if they are cops, where drug deals are made every few seconds on some nights.
>
> For years, the downtown Spokane neighborhood earned an unsavory reputation for prostitution and drugs.
>
> For even longer hundreds of poor, elderly and disabled people lived in the area's low-income hotels, resigned to coexisting with crime.
>
> But last summer when crack cocaine invaded Spokane, the rope squeezing the life out of West First drew tighter, police and residents say.
>
> Last month, the amount of crack being sold on West First increased seven-fold, police and residents say. Where hundreds of deals were once made in a week, now there may be more than a thousand,
>
> Together, well-armed crack dealers from Southern California, Tacoma and Portland drove the small Spokane drug dealers from the West First turf.
>
> Prostitutes who haven't been pushed out are now addicted to crack and work for new dealers, many of whom earned their stripes with California gangs such as the Compton Crips.
>
> During the day, regular residents of West First drink beer at the Dead End Tavern, socialize and get free meals at the Mid-City Senior Center, watch television in the lobby of the Otis Hotel and eat at the Coach House restaurant.
>
> By sunset, the old people are in their rooms, their doors bolted.
>
> From the street they hear the noise, the yelling and screaming, the echoes of fights.
>
> On the sidewalks roam buyers and sellers of drugs or sex. …

Within the same article and highlighting a consequence of the crack onslaught: "**Hotel Owner Gives up in Despair**." ("A Losing Battle.") Rick Warriner renovated the Jefferson as a drug-free haven for recovering addicts. But, "I can't save humanity." "The people here were supposed to be seeking treatment, now look at it." He will give the keys to Jerry Wiley, who owns the neighboring Norman Hotel and Dead End Tavern. (continues on pA4)

"**Police seize more than a pound of crack**." (2/23/1993).

> … On Sunday, Spokane police arrested two men at the Jefferson Hotel, at 1129 First, seizing two ounces of crack and several thousand dollars.
>
> The manager of the old hotel thought someone had broken into a couple of vacant rooms. However, when police searched the Jefferson, they found the two men.

"**Police draw battle lines on West First**." (3/5/1993)

> Spokane police have begun a crackdown on drug-infested West First Avenue that includes full-time patrols and the mailing of letters of owners of cars seen near drug dealers or prostitutes.
>
> Police Chief Terry Mangan announced his "battle plan" Thursday during the monthly meeting in the Parsons, a low-income apartment building in the middle of the mayhem …

"**Police drug unit understaffed**." (3/26/1993)

> While the Spokane community is organizing to fight an invasion of crack dealers the Police Departments unit that investigates gangs and drugs is operating with half a staff.
>
> Donna Wiley owns the Jefferson and Norman hotels and Dead End Tavern stated: "We organized, the police came down and said they would do foot patrols and we were going to have a block party and everything. "And here we are, six years later, and are back to square one."
>
> "We can't rely on the Police Department," said Bill Hall, manager of the Coach House. "We have to be the ones to demand that our Police Department provide us with the services we need. We can't give in this time."

"**Tracking crack's deadly trail**." (5/23/1993)

> Violent crime is no stranger to the 1100 block of West 1st Avenue. Patrolman Rick Albin, who works he area, can't say crack cocaine caused someone to hit this woman in the face with a beer bottle, But, he has seen a noticeable increase in violence since crack came to the neighborhood.

"**Needle, condom clinic moves to new home**." (6/14/199)

> Determined to keep the center in the area, owners of the Jefferson Hotel offered to remodel space for the needle exchange." "We feel it's necessary for the area for the boys and girls on the street," said Donna Wiley.

"**Healthy renovations come one step at a time**." (8/10/1993)
Editorial about work Wells are doing with the old Grand Coulee Hotel.

> One building at a time, one block at a time, one sector at a time, Spokane's downtown has got to keep moving toward a healthier more diverse future.
>
> …

Nobody, save perhaps the young street thugs who make life miserable in the vicinity of the Wells' latest project, likes to grind underfoot the poor, the elderly, the lonely, the mentally ill, the struggling alcoholics and the unlucky who live in downtown's old low-rent apartments and hotels. …

In order to reclaim a neighborhood from street thugs, it takes more than police officers. It takes private investors who are willing to take a chance on buying a hellhole, booting out tenants such as trouble-plagued taverns, and turning it into something good.

…

Just a few blocks from the intersection of First and Cedar, where the Wells' and others have been restoring a series of gorgeous old buildings, is the social disaster of area of West 1100 First, a center for crack cocaine dealing and other crime.

"**Geraghty gets close look at West First**." (7/19/1994)

Mayor Jack Geraghty peered out the barred windows of a West First Avenue apartment Monday and listened to a roomful of residents describe life as they see it on the streets of Spokane.

Each day, they witness drug sales and assaults from their Parsons Apartment unit. Walk to the bus stop and expect to be harassed by a dealer of a prostitute, they said. Step outside and hold on to your purse.

…

Norman and Jefferson owner Donna Wiley defended the quality of life at the hotels, saying most of her tenants live. here by choice.

…

"It's a shame that places like this still exist in this day and age," Geraghty said. "You come down here and see for yourself and it really wakes you up again."

The usual assortment of dealers, buyers and street kids who generally bustle down the sidewalks and alleyways disappeared. "They're like cockroaches," said Larry Herman, the area's neighborhood police officer. "They can just disappear into the woodwork."

Neighbors try to retake West First." (9/15/1994)

Doug Clark column:

Spokane's mean street are meaner than ever.

Those who keep an eye on downtown's most crime-infested section, which center around First and Madison, say conditions have sunk to new levels of ugly. …. [describes conditions]

Taking West First back from the bloodsuckers.

Two meetings at a Catholic church were sponsored in part by Project ROAR, an acronym for Restore Our Area Residence. That organization last month received a $50,000 federal grant to help bring back order to this troubled turf.

… [article continues]

"**Some choose life on West First; some trapped in it**" (1/25/1995)

More than 400 people live in Spokane's most dangerous downtown neighborhood, a litter-strewn, two block strip of West First.

> Some stay inside the old brick apartments because their bodies or minds broke down. Some are drunks. Somme simply fell through a tight housing market and landed where rooms go for a little as $140 a month.
> … [article continues]

In spite of the war blighting the West 1100 block of 1st, investors and developers had stabilized the west end of the 1st Avenue downtown corridor. Ron and Julie Wells were making significant investments in renovating and revitalizing Spokane's historic building stock.

The Spokesman-Review reported this progress in the February 17, 1995 edition:
"A fresh start."

> Rejuvenating a dilapidated district on the western edge of downtown took more than money and real estate savvy.
> At the corner of West First and Cedar, it took a precise mix of bagels, bicycles and antiques to turn the intersection into a vibrant hang-out of yuppies, tourists and mall-hating shoppers.
> The Grand Coulee Building, the old Carnegie Library, now home to Integrus Architecture, the Eldridge Building. Ron and Julie Wells reclaimed the Grand Coulee, the Eldridge Building, Buena Vista, and San Marcos, over the past two years.

"**Gang war behind shooting on West First**." (7/30/1996)

> Gang members warring over turf on West First Avenue are to blame for two recent shootings there, Spokane police said Monday.
> The shootings, which occurred 48 hours apart and left six people wounded, involved two gangs fights for control of the intersection's drug traffic.
> …
> The most recent assault came at 3 a.m. Sunday, when a man leaned out of a passing car's window and fired several shots at a crowd of people near The Coach House Restaurant. The weapon was a .45-caliber handgun, police said.
> …
> Two men were arrested. "… both men are members of Hispanic gang that originated in California, where they are from.
> …
> On Friday, a 22-year old man was found just after 3 a.m. on the sidewalk by the Coach House. He had been shot several times. The man was recovering Monday at a hospital.

"**Life on The Block**." (photo spread of West First at night) (8/3/1996) "**Recent shooting indicate gangs are warring over downtown area**." "**Cops fight for control of West First**."

> For years, Spokane police struggled to keep downtown's West First Avenue from turning into a war zone.
> They've periodically stepped up patrols. They've targeted cars shopping for drugs and prostitutes. They've tried to move out gangs and dealers by doing undercover surveillance.
> But two shootings that wounded six people in the last eight days are pushing city officials into a new anti-gang battle on the notorious block. [article continues]

"**City struggles to solve West First problems**." (8/3/1996.)

For nine years, city officials have tried to sweep the drugs and thugs off the 1100 block of West First Avenue.

They've opened police substations and cop shops, increased patrols and even asked local clergy to counsel people who hang out on West First in an effort to clean up the area.

It hasn't worked. [article continues]

"**West First residents get break from crime**." (8/25/1996)

…The prostitutes, homeless and pushers who usually overrun the intersection were gone this morning.

In their place were residents of the Otis Hotel and Alberta Apartments, chatting in the sun or shuffling to the Handy Market for breakfast ingredients or their chance at a million dollars.

The Spokane Police Department's latest crackdown along the 1100 block of West First appears to be getting results say area residents.

…

Those problems exploded in violence the weekend of July 27 when six people were wounded in drive-by shootings.

…

It all seems to be making a dent, residents said.

Finally, a glimmer of hope surfaced. The police had finally cracked down on the criminal element and they were rounded up and taken off the streets. Public works and traffic strategies had reduced the places and opportunities to commit crimes. Local residents felt safer and that it was okay to return to their sidewalks. *The Spokesman-Review* in January 1997, noted the discernable change. "**Along West First, a neighborhood emerges**."

Drug dealers and buyers used to stand around in Spokane's West First neighborhood like trees in a park.

Pimps and prostitutes hustled, and residents were afraid to leave their homes for fear of physical and verbal attacks.

"Men would approach elderly and disabled women as ask them to be prostitutes," said Julia Rahmaam who lives in the Parsons apartment building.

But since police cracked down after a series of gang-related shootings last July, crime has decreased significantly. Resident and shopkeepers aren't looking over their shoulders as much. [article includes a chart detailing crime statistics.]

Even the Jefferson was turning around, returning to a positive place in the West 1st neighborhood. "**Hotel renaissance**" as described in the March 31, 1997 edition of *The Spokesman-Review* the neighborhood was making a comeback.

It was a bug-infested health hazard. For years, Spokane's Jefferson Hotel was the dumpiest of dives; used syringes littered hallways, prostitutes and pimps moved in. A man killed a woman there in 1987.

Downstairs, wooden boards covered the windows of the three-story brick building at West First and Jefferson.

Drug dealers used to stand outside, waiting for customers. Passers-by held their bags and purses tightly.

Today, the Jefferson has undergone a renaissance: the planks are gone and football-sized angels—plaster dumplings with wings—can be seen through the windows.

The corner has become a magnet for Spokane residents in search of art, attracting families, grunge teens, blue-haired eccentrics.

The evolution started two months ago with the relocation of 2MT.

… [article continues.]

2MT, a cooperative art gallery, opened in January of 1997 and was the creation of six local artists all in 20s and 30s headed by Mike Mercer.

"**Visual arts: "Local artist Balazs 'Still Trying' at the 2MT gallery**." (10/9/1997)

"**Cooperative effort is paying off again**." (6/21/1997)

Nearby residents not only gave the Spokane Marketplace a warm reception when it moved into its new home a First and Jefferson, some even pitched in to help spruce up the building.

A year ago that wouldn't have happened. Residents in and around the 1100 block of West First were too terrified of street crime to venture outside their locked doors.

In July 1996, "the block," as the area was known, accounted for 165 times its share of the Spokane Police Department's attention.

Unsavory elements ruled the streets while the law-abiding people who occupy the neighborhood's low-income housing stayed inside.

Then, when two gang-related drive-by shootings in 48 hours wounded six people, the neighborhood's tolerance for crime and disorder finally hit overload.

Police, residents and businesses cooperated on a response.

…[article continues to report what was done]

"**Bump in the road won't end journey**." (8/30/1997.)

The revival of West First Avenue in downtown Spokane suffered a setback when the Children's Museum of Spokane abandoned plans to move there. It didn't suffer a defeat, however.

Landing the museum and the Spokane Marketplace as wholesome, vibrant, family-friendly tenants in the once crime-plagued district was considered a key part of reversing the decay on which drug dealers and prostitutes had feasted for too long. The Marketplace remains. [article continues]

"**West First cleanup earns police honors**." (11/17/1997.)

"The Spokane Police Department's efforts to clean up West First Avenue earned an honorable mention for a national award on Sunday." The department was given an honorable mention for the recognition from the Herman Goldstein Award given annually to departments successfully using community policing in their city. "Your 'West First' project was a thoughtful, thorough example of problem solving at its best." the panel said. The area around the 1100 block of West First was notorious for its crime….

The police beefed up their presence in the area. With the help of businesses and residents in the area, things turned around."

"**Once-mean street freshens up.**" (6/20/1998)

West First Avenue just isn't what it used to be.

The prostitution and drugs once notorious in the area have given way to fresh basil, blooming flowers, and art.

On Friday, neighbors and residents from around Spokane turned out to celebrate the ongoing transformation as the first Spokane Marketplace Summer Festival got under way.

…

The showpiece of that emerging neighborhood is the Marketplace, a warehouse area where craftspeople, farmers and local vendors come to peddle their wares.

"**Rock Concert at Met will benefit gallery**." (9/18/1998)

Three Spokane bands will rock and roll at The Met Tuesday in a concert to benefit a local art gallery. 2MT Gallery, has been in operation for three years focusing primarily on alternative art and young artists. "We've never really made any money," said 28-year-old Michael Mercer, the gallery owner.

All the money raised will go toward paying the gallery's rent. …

In January of 2000 the Washington State Department of Archaeology and Historic Preservation announced that the West Downtown Historic Transportation Corridor National Register District had been designated by the National Park Service. The district spans from Walnut to Post streets and West First to Second avenues. The National Register designation would become an important tool in the renovation and adaptive reuse of tarnished and worn-down historic buildings in the neighborhood. Over a half dozen buildings have taken advantage of investment incentives made available by the designation through the National Park Service to bolster and solidify the neighborhood.

The Spokesman-Review reported in two articles in April and September about the resurrection of the West 1st neighborhood. First in April: "**West First Renovation projects preserve part of city's history**." (4/14/2000)

The articles noted that Rob Brewster, Spokane developer, having just completed the renovation of the Holley Mason building was restoring the Montvale building into a 36-room boutique hotel. The building's two upper two floors had been vacant for years. At the same time a group of investors, the Odd Girls LLC, were working on the former Odd Fellows Hall at 1015-17 West 1st Avenue.

In August of 2000, Gerald Wiley, owner of the Norman-Jefferson and Dead End Tavern, sold the properties) to Joseph P. and Kristi A. Harwood, and Cory S. and Elisabeth Colvin for $900,000. No plans for the future of the Norman-Jefferson were announced at that time.

Across the street from the Norman-Jefferson on the northwest corner of 1st and Jefferson, KHQ was building a $5 million building expected to be fully occupied by March 1, 2001.
In a *Spokesma*n article from July 18, 2000, Jill Smith co-owner of Earthgoods, also a new business in the neighborhood said: "I'm encouraged there is going to be a good group of creative people in the area. The more things that happen in that area, the more we're going to encourage people to feel safe there and walk around."

And in September: "**West First's revival**. Once troubled downtown neighborhood is getting a face lift." (9/6/2000)

> "A group hoping to further upgrade a once-troubled downtown area is close to signing a deal to buy the Madison Apartments building at 1029 W. First Avenue." Local developer Rob Brewster and entrepreneur Jill Smith would completely control of the block of buildings bounded by Monroe, Madison, First Avenue and the railroad viaduct. The renovation of the Madison "is one component of a bigger plan to create a one-block arts and entertainment district filled with small shops, theaters, restaurants, artist's studios and urban dwellings.

The renovation and activation of the east end of the West 1st neighborhood would complement the improvements accomplished in the west end at the Carnegie Square building cluster including the Eldridge Building, Grand Coulee Building (Hotel Upton, and the Carnegie Library).

After 90 years of providing housing to Spokane's working class and retired community, *the Spokesman-Review* reported "**Low income apartments to close**," on November 18, 2002. One tenant noted that rest was $235 per month and was paid out of his $545 Social Security check.

> "…The 41 tenants in the Jefferson Apartments must move by the end of November, their landlord told them Wednesday. He's offering to find new homes for those who quality for government subsidies."
>
> Joe Harwood, who owns both the Saranac and the Jefferson, said he doesn't yet know what will become of the buildings. He couldn't afford to continue offering low-rent apartments, Harwood said.

Harwood and Colvin had purchased the building in 2000 for $900,000 which is four times its selling price in 1993. The price increase was indicative of investments in the neighborhood such as the recently constructed KHQ television station across the street to the north. According to Harwood, these improvements were boosting the real estate values along West 1st.

After the removal of tenants of the Jefferson, little activity took place within or around the building. On March 13, 2006, Harwood and Colvin transferred, by sale, the Jefferson building to EBJ Holdings, LLC (Jeffrey B. Smith) for $720,000. This sale was only for Lot 1, Block 19, Railroad Addition on which the Jefferson resided (the Norman, Lot 2, was not part of this transaction). But on that same date, Harwood and Colvin transferred both Lots 1 and 2 to Old Norman Building, LLC. The transfer did not include the cost of the purchase.

While there was no mention of the either the Jefferson or the Norman in 2007, conversion of neighboring buildings and displacement of low-income residents were the issues that moved to the forefront and eventually jumped into the mayor's race. The area once notorious for prostitution, drug dealing and skid row housing was now dealing with loss of that accessible housing for the elderly and the poor.

On May 3, 2007, *The Spokesman-Review* posted dual captions, with a photo: **"BlueRay Technologies worries that its plans for the Commercial Building downtown may harm the 51 low-income residents who call it home," and "DVD maker may add jobs, but displace poor."**

BlueRay Technologies, a California manufacturer, was proposing to invest $12 million in a plant to manufacture next-generation DVDs at the Commercial Building at 1115 W. 1st. The article noted that the company was deciding on whether to close on the deal while pondering if the manufacturing plant could co-exist with residential use upstairs. The realty was that BlueRay owner, Erick Hansen, did purchase the building and displaced all the residents. By 2009, his BlueStar Technologies company had yet to produce a single disc and the company was plagued by multiple lawsuits. Hansen was indicted on a 16-federal fraud indictment in 2015. Hansen was also subject to a federal lawsuit that stemmed from the ouster of low-income resident from the Commercial Building. He was sentenced to 5 years in prison and died while detained in 2020.

"**Low-income housing splits field**," reported July12, 2007 edition of *The Spokesman-Review* in an article about the Spokane Mayoral race.

> The city of Spokane was caught "flatfooted" by plans to turn downtown hotels used as low-income housing into new residential developments, Mayor Dennis Hession conceded Wednesday. "… plans to remodel properties like the Otis and Madison hotels are "good news, bad news" situation for Spokane.

The third building to face evictions of the low-income tenants was reported in the September 9, 2007 edition of *The Spokesman-Review:* **"Otis evictions stretch services to limit;"**
"The emptying of another downtown building is putting extra stress on Spokane's social service agencies." This summer, several nonprofits provided staff to help dozens of residents for the New Madison and Commercial Building who were forced to vacate their apartments. Now, with eviction notices being sent to an estimated 86 residents of the Otis Hotel, those same agencies are being asked to help again. Approximately, 200 people had been displaced as a result of the closure of those three buildings.

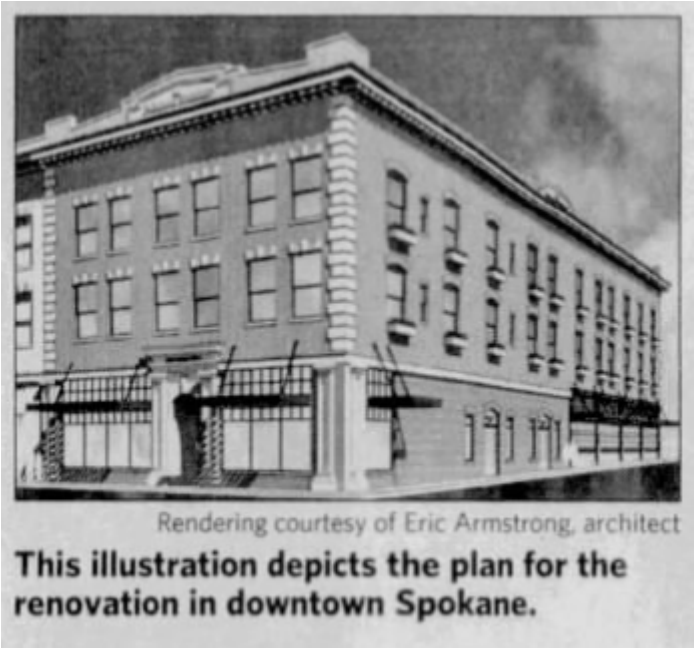


Figure 16: Spokesman-Review January 18, 2008

In 2008 opened with the Jefferson being sold by EBJ Holdings, LLC to Windows on Jefferson LLC for $1,300,000 for Lot 1 only. (Jefferson building - 35192.1201, legal address 115 S. Jefferson.) Soon thereafter, on January 18th, under *The Spokesman's* "**Here's the Dirt**," column a project for the Jefferson was revealed. "**Retail, office condos planned for adjacent historic buildings**."

After sitting vacant, two historic downtown buildings are slated to receive face lifts. Developers intend to transform the three-story, 23,400 square-foot former Jefferson Hotel, 115 S. Jefferson St. into street-level retail condominiums and

> upper-level office suites, said Mark McLees, a sales and leasing agent for NAI Black. Undisclosed developers hope to buy and revamp the Norman Hotel, McLees said.
>
> Developer Jeff Smith, of EBJ Holdings LLC, and Spokane chiropractor Darcy Kelly are renovating the 99-year old Jefferson. They purchased it as Windows on Jefferson LLC from EBJ Holdings on Jan. 4 for $1.3 million, public records show.
>
> Renovations are expected to cost about $500,000, and the owners hope the "Jefferson Centre" will be occupied by April, Smith said. It will be marketed toward boutique retailers.
>
> "We really see that neighborhood as attracting your artistic-type of businesses," he said.
>
> Smith said Jefferson Hotel owners considered making residential condos. But, he said, "with the downturn in the market and some other projects coming online, we thought it would be better if we went the off-condo route." …
>
> The Norman, 1121 W. First Ave., will become a retail and live-work condos, if developers can arrange necessary financing, McLees said.
>
> The owner, Old Norman Building LLC, has a sales agreement for the 21,640 square foot structure, he said. The asking price is $1.1 million.
>
> The two buildings will share an elevator, and the same contractor would handle exterior work on both, McLees said. He expects Norman renovations to cost about $700,000 to $800,000.
>
> …
>
> The buildings are the latest on the block to be renovated. BlueRay Technology last summer turned the Commercial Building, 1119 Riverside Avenue [sic], into a Blu-ray disc manufacturing plant. RenCorp LLC last fall closed the Otis Hotel at First Avenue and South Madison Street.
>
> "That entire strip down through First Avenue is really going to take off," Smith said.

West 1st Avenue would take off, but without Smith. In May 2008 he received a building permit to remodel and convert existing vacated residential/retail spaces to businesses/retail spaces. He gutted the building, updated the electrical service, pulled wire for fire alarm and installed new wiring throughout the building. In June 2009 he installed an elevator and new vinyl windows in the Jefferson portion. He also reroofed the building in April 2010. The project then stalled and Windows on Jefferson LLC turned the Jefferson over to the Bank of Fairfield, in lieu of foreclosure. The building would remain vacant and an unfinished shell through the next two owners.

In the meantime, the New Madison apartment renovation project had received a building permit in February 2008. (**New Madison renovation permitted**, 2/15/2008.) The Madison Hotel Apartments, LLC, a group of Seattle investors proposed to build 67 units of low to upper income rents. The owners had received bank financing and historic tax credits for the renovation. Value of the building permit value was $1.33 million. The work was completed by another contractor and the with building occupancy in 2009.

Two buildings both in the notorious West 1100 block remained vacant, deteriorated, and awaiting suitors. The Otis (Willard Hotel) at the northeast corner of the block and the Norman-Jefferson at the northwest corner of the block.

Windows on Jefferson LLC was foreclosed by the Bank of Fairfield on March 23, 2010 and the building would remain a vacant neighborhood eyesore for another five years before the Bank of Fairfield sold the Jefferson on lot 1 to Yellow Door Properties, LLC, for $675,000 on June 15, 2015. Yellow Door also purchased from the Old Norman Building, LLC, the co-joined Norman Hotel on Lot 2, for $420,000 on June 18, 2015.

The Spokesman-Review announced on November 22, 2015: "**Developer creating uptown loft condos in two downtown Spokane buildings**." [Doug Clark byline includes photos of interior, one with Sanchez.]

> It wasn't so long ago that First and Jefferson was a major Spokane destination—if you wanted to buy crack. Today this once seamy downtown location has become a reassuring sign that our economy is on an upswing.
>
> Ask Daniel Sanchez, who has doubled down on the biggest gamble of his 35-year-old life.
>
> Sanchez is busy turning two three-story 1908 [sic] buildings, the Jefferson and its next-door neighbor, the Norman Hotel into cool urban living spaces and boutique retail shops that will enhance the revitalization of West First Avenue. West End Lofts, he's calling the project. Target date for completion: June 2016.
>
> … [continued on pb7.]

In spite of the big dreams, the Norman-Jefferson would languish a few more years before the next suitor came forward. Sanchez was able to lease one of the spaces in the Jefferson to the Spokane Boxing Club, run by Rick Welliver in 2016.

On June 28, 2016, Sanchez received building permits for a commercial change of use for the West End Lofts shell: "Shell remodel of 2 existing mixed-use buildings into single mixed-use building with basement storage, indoor parking/business on main level, 2 floors of residential (with 9 residential units). All work is shell and core preparation for future tenant/s tenant improvements.

Other than leasing the Boxing Club in the southwest corner, little was accomplished by Sanchez's Yellow Door Properties. The condos for sale as the "West End Lofts" remained a shell as they were when Sanchez bought the building.

While the Jefferson sat forlornly at the corner of Jefferson and 1st, the Otis on the other corner at Madison and 1st was being rescued from the wrecking ball. Portland developer, Curtis Rystadt had transformed the Otis from "...a bastion of urban decay into a luxury hotel." "**Historic Renewal**," graced the cover of the August 7, 2020 business section of *The Spokesman-Review*. Opened as the Willard Hotel, and operating under several names before becoming the Otis, the venerable hotel was now hosting visitors under the Indigo Hotel banner.

The Noman Jefferson continued to languish. After a couple of additional ownership transfers, and another failed attempt at bringing the building back to life, the current ownership acquired the property on January 6, 2024 in a $1.1M purchase.

BUILDERS AND ARCHITECTS

Harry Oechsli, Builder of Windsor (born in 1869, Windsor, Missouri – 1933, Spokane)

"Death Claims Harry Oechsli"

"Harry E. Oechsli, 54, Opportunity, president of the National Finance and Investment company, died suddenly Sunday morning at the Davenport hotel following a stroke. He had been feeling ill for several days and did not go to his home over the weekend. He was formerly a well-known automobile dealer.

Mr. Oechsli had resided in Spokane and vicinity for 25 years. He first entered the automobile business in 1916 in Montana and in 1923 organized the National Motor company here. Three years later he headed the Hud-Sex Motor company. He owned the Jefferson hotel and other properties. His home in Opportunity is one of the show places in the valley.

He is survived by two brothers, George of Butte and Frank of Windsor Mo. Mrs. Oechli died in December 1929. Mr. Oechsli was a member of the Elks. The body is at the Smith funeral home.

Mrs. Rachel Newman, Builder of the Windsor Annex (1854 -1938)

BUTTE, Mont. May 8 - Mrs. Rachel Neman, 84, a pioneer of the west since 1871, when she arrived in San Francisco with her husband from Pittsburgh, Pa., died here today.

She was the mother of Jesse D. and Cliff Newman, former manager of M.A. Gunat & Co., now General Cigar Company of Spokane, and of the late Cliff Newman, who was associated in the same business. He husband, Isaac Newman, made a fortune in the early days in Siberia, where he traded merchandise for Russian furs which he brought back to San Francisco, introducing the first fine furs to that city. Funeral services will be held Tuesday. The body will be taken to Great Falls for cremation.

ARCHITECTS

Arthur W. Cowley (1878-1949) Architect in partnership in both the Jeffers and the Norman: Arthur W. Cowley, born in Spokane, practiced architecture in Spokane from about 1906 through his death in 1949. Cowley was recognized in the West Downtown Historic Transportation Corridor National Register Nomination (1999) as designer of four major apartment buildings in the same block: the Otis Hotel (Willard/Otis, 1911, SRHP); the Alberta Hotel (1910, Hotel Boja), Jefferson Hotel (Windsor, 1908) and Norman Hotel (Windsor Annex, 1910). He also designed the Child, Brothers and Day Auto Supply (at 1217 W 1st, 1910, altered and non-contributing). Wells Chevrolet Service Building and Showroom (115 South Adams Street and 1229 West 1st Avenue (1926, SRHP), as well as the Doran Building (1920 SRHP). Within a block radius of the Norman-Jefferson, Cowley designed eight buildings. Including the Jamieson Co Salesroom (1916, 1229 Sprague-demolished).

Cowley's early work was noted in *The Spokesman-Review* in its 25th Anniversary edition marking Spokane's economic progress on June 17, 1909, featuring Spokane's economy and prominent citizens, included a sketch of "New Apartment House of N.W. Durham" with "Arthur W. Cowley Architect."

A little over a year ago this gentleman opened offices at 631-632 Peyton bldg. for the purpose of carrying on a general architectural business. Mr. Cowley was formerly an engineer of the Great Northern Railroad and for a time was chief draftsman for that system. Since entering the architectural field Mr. Cowley has met with flattering success. During the year he was been actively engaged here he [sic] erected the Wellington apartments Sixth and Stevens street; the Buckman

> apartments, First avenue and Elm street; the Windsor store and hotel building, First avenue and Jefferson street, and several of the better class apartments in Spokane. He is now putting up the new N.W. Durham apartments at Third avenue and Lincoln street, a cut of which appears on this page. Mr. Cowley has also designed and prepared the plans for several handsome residences. Mr. Cowley is an enterprising young man, full of ambition and thoroughly conversant with this business.

N.W Durham, in his history of Spokane (1912), wrote the following about Cowley, still early in his career in Spokane:

> Spokane has grown rapidly and Mr. Cowley has had his share of the business in his line, his intelligently directed effort bringing him substantial reward while his work has been an element in the city's improvement. He has introduced many innovations in building lines and the structures which he has erected are the principal ornaments of their respective neighborhoods, pleasing to the eye and constructed with conscientious regard for real utility, and the comfort and health of their occupants. Because of his operations unsightly vacancies have become occupied by attractive edifices and real estate in all parts of the city have rapidly advanced in value.

Cowley is noted for his apartment and industrial buildings, several of which remain in use in Spokane. The Goodyear Tire and Rubber Building is one of five known industrial/commercial buildings that are extant in Spokane and retains the best integrity of those buildings. Besides the Child, Brothers and Day Auto Supply (1911, 1217 West 1st Avenue), which is totally altered, are the Consolidated Motor Freight Warehouse (1935, 126 S. Sheridan/Pacific), and Inland Auto Freight Warehouse (1929, 159 S. McClellan).

An article in *The Spokesman-Review*, at his death in 1949 included below, recaps Cowley's life in Spokane and his important contributions to the city's architectural legacy.

Arthur Cowley Taken By Death

> Arthur W. Cowley, one of Spokane's first native citizens whose life and that of his family have been interwoven in the history and development of this city since its establishment died yesterday in a hospital following a short illness.
>
> The city's growth is full of evidence of Mr. Cowley's life, as he was a prominent architect here for nearly 43 years. He drew plans for some of Spokane's most substantial business and industrial buildings and fine homes which are monuments to his skill and ability. He remained active in his profession until shortly before he died.
>
> Mr. Cowley was born October 9, 1878 in Spokane. He was the son of Henry Thomas Cowley, an early-day missionary who was one of the first settlers in this region. The only other white families here at the time the elder Mr. Cowley arrived were those of A.M. Cannon, J.J. Browne, and James N. Glover. Arthur Cowley was one of the first white children born in Spokane.

His father answered the invitation of the Spokane Indians to settle among them and the younger Mr. Cowley grew up under frontier conditions. He began his life in the home which his father and friendly Spokane Indians built in the center of the Spokane's camp, a beautiful wooded site now the location of Cowley Park on Sixth between Browne and Division.

When the Cowleys arrived at Spokane Falls the little town had only one store. The Spokanes welcomed them, bringing them dried salmon, lean venison and a pail of milk.

After they had settled, the elder Mr. Cowley was able to build his first church at the site which is now Bernard and Sprague.

Archibald Grant Rigg (1878 -1959 Architect for the Norman Hotel with Cowley)
Michael Houser, State Architectural Historian, and Durham in his history of Spokane.

Archibald Grant Rigg was born in Stratford, Ontario, Canada on April 5,1878 and received his formal education from Trinity College in Toronto, and Columbia University in New York. Upon graduation Rigg took a job in Danville, Illinois and formed the partnership of Lewis & Rigg, through which "several notable buildings" were designed.

Because of health concerns, Rigg moved west, landing in Spokane where some reports indicate he became the head draftsman for the architectural firm of Cutter & Malmgren (1904-1905). His time in the west however was short-lived and around 1906, he was called back to east to Indianapolis to take care of his ill father.

While in Indianapolis he worked for architects Herbert Foltz and Wilson Parker. At the time, the firm was busy conducting a large amount for the State of Indiana, which gave Rigg additional experience and insight on how to handle large government projects. Projects by Foltz & Parker during his time in Indianapolis included several structures at the Indiana State Insane Asylum; the First Christian Church of Indianapolis; the J. A Sutherland House (1907); the Harry W. Long House (1907); the Senator Beveridge House; and the Indianapolis County Club (1910).

In 1910, he returned to Spokane and formed a partnership with Arthur W. Cowley. They made a specialty of designing apartment houses. Projects include the Wellington Apartments; the Altadena Apartments (c.1912); the Garry Apartments; the Buckman Apartments; and the Close-In Apartments. Other projects included the Gandy/Willard Hotel (1911) [Otis Hotel, and down 1st Avenue, the Norman and the Jefferson] the Spokane Taxicab Garage (c.1912); and a variety of homes for several of Spokane's most prominent citizens.

By 1914 Cowley and Rigg had parted ways and Rigg formed a private independent practice (1914-1919). His projects during this time period included the Spokane County Tuberculosis Sanitarium (1914); a School in Davenport (1915); St. Luke's Hospial and attached wings (1917-1919), the Downriver Club House (1916); the Symons Building (1917); a remodel of the Tidball

Block (1917); the Robert Grinnell House; the Dr. Cunningham House; and the Dr. Charles & Edith Rigg House (1914). [Rigg also designed the Shoshone County infirmary and Isolation Hosptal in Silverton, ID and the Spokane County Infirmary and Isolation Hospital in Spangle.]

In 1919 he entered into a new partnership with Roland M. Vantyne. The new partnership may have been formed to take on the work of designing over 50 buildings at Greene Park Amusement Park in Tacoma for the U.S. Army. For the Greene Park development, Rigg & Vantyne opened an office in Tacoma to coordinate the firm's designs with local contractors, Pratt & Watson. Their most notable design at the Park was the Red Shield Inn (1919); a Swiss Chalet inspired structure which now serves at a military museum for Joint Base Lewis-McChord.

It was during this time that Rigg received his architect's license - #220, on March 17, 1920. He was part of a large group of individuals whom were grandfathered in when the State began requiring architectural licenses in 1919.

Other projects back in the Spokane area included the Salvation Army Headquarters Building (1921); Hutton Elementary School (1921); the Masonic Temple and subsequent enlargements; the Idaho State Tuberculosis Sanitarium (1922) in Payette, ID; the US Post Office (1933, with G. Albin Pherson); the Science Hall/Abelson Hall (1935) at WSU; KFPY Radio Station Building (1936); and Shriner's Hospital for Crippled Children (1938).

When Roland Vantyne passed away suddenly in 1938, Rigg continued the firm. Projects during this phase of his career included the Engineering Laboratory Building (1942) at WSU Pullman; the Edgecliff Tuberculosis Sanatorium; the Riverside Mausoleum (1954); Cheney & Harriet Cowles Library at Whitworth College, Additions to Emerson and Columbia Schools (1951); and City Light Building (1952) in Grand Coulee.

Eventually Roland Vantyne's son, Carl, was named partner in 1957 after previously serving as an associate (1950-1957). The name of the firm was then changed back to Rigg & Vantyne. Projects during this later period include the Greenwood Garden Crypts Mausoleum (1957); the Roundup Grocery Warehouse in Walla Walla (1958); and addition and alterations to St. Luke's Hospital (1959); and an addition to a Jr. High School in Libby, MT (1960).

Over the course of his 50+ year practice, Rigg designed hundreds of buildings in a wide range of architectural styles spanning from the Revival period of the teens and twenties and into the post WWII era. Rigg and his wife, Mayme Ethel Beck, were socially active and prominent members of Spokane's society. Together they had one daughter, Marian Beck. Rigg was a Mason in Oriental Lodge Number 74, and was a member of several social and professional organizations, including the Scottish Rite, El Katif Shrine, the Spokane Chamber of Commerce, the Spokane Amateur Athletic Club, the Inland Club, the Rotary Club, the Spokane Society of Architects, and the Spokane Chapter of the AIA where he served as chapter Vice President in 1931.

Rigg passed away in Spokane at the age of 80 on February 18, 1959.

George H. Keith (1878 – 1953) Architect for the Jefferson Hotel with Cowley and Whitehouse.

(Houser, DAHP, 12/12/2025)
Spokane architect George Herbert Keith was born in Minneapolis, Minnesota on November 18, 1878. His dad, George Hackett Keith, was a prominent doctor and was a member of the State's first legislature. In 1882 George Sr. passed away leaving his wife to take care of George (then age 3), his two older brothers and a sister. The family remained in Minneapolis where George and his siblings attend local schools.

George's formal architectural training, if any, is unknown and census records indicate that he only completed school through the 8th grade. However, Polk Directories indicate that by 1898, at the age of 20, he was serving as a draftsman in his older brother's Walter's architectural firm in Minneapolis. While working there, on June 20, 1900, George married Katherine O. Adams.

By the turn-of-the-century, business for the Keith's architectural practice was going well and they were looking for ways to expand. In 1902, George and his brothers Walter J. and Max L., formed a land development company, known as Keith & Co.

That same year they also formed a book publishing company. They started *Keith's Magazine*, a nationwide "authoritative magazine for home builders." Each 80-page issue featured articles on building techniques, interior design and architecture. It also included plans for homes which could be ordered directly from the company. Marketed across the United States in a variety of catalogues, books and magazines such as *Ladies Home Journal*, the magazine helped popularize the bungalow style and was published from 1901 to at least 1928.

Increasingly the young George took on the role as designer at the firm. Known projects directly attributed to him include the Linden Hills Congregational Church (1903) outside of Minneapolis; the Farmer's Creamery (1906) in Northfield; a home for G.W. Rathburn (1906) W.R. McLeod House (1906), and Clarence Brown (1906) all in Minneapolis; and the D.M. Walker House (1906) in St. Charles, Iowa.

In 1905 the Keiths formed a partnership with noted architect New York architect Leon Narcisse Gillette. Reportedly he was to provide them with most of their architectural designs. By November of 1906, Keith moved to Spokane. He soon took a job with John K. Dow, one of the most prominent architects in the city at the time.

After Dow promoted one of his long-time associates Clarence Z. Hubbell to partner, Keith left the firm and in 1908 he formed a partnership with fellow Dow employee Harold Whitehouse. Together they had a thriving practice. Notable designs include the Jefferson Hotel (1904); a house at 611 E Indiana (1908); the Ridgeway Theater (1908) in Colfax; the Daniel Morgan House (242 E Manito Pl, 1909); the Clark-Weiss House (1909); Mrs. M.J. Wiard House (2414 w 2nd Ave, 1909); a house at 1211 s Wall St. (1910); the Northwest Cold

Storage & Warehouse Co. (1910); the Parsons Hotel (1909); the Boyd and Alta Hamilton House in Coeur d'Alene; and the Stratford School (1912) in Stratford. Note that several of Keith & Whitehouse designs in Spokane were featured by his brother in Keith's Magazine.

Whitehouse left the firm in 1911 to study architecture at Cornell and Keith continued an independent practice. Projects during this phase of his career include several notable commissions including the Levi & May Arkwright Hutton House (2206 e 17th Ave, 1914); the Okanogan County Courthouse (1915); and the Grant County Courthouse (1917).

In 1918 he was called to serve the Y.M.C.A. in France during WWI and returned to Spokane in 1920, reopening his practice in the Hutton Building. While overseas, when the state began licensing architects, Keith was awarded license No. 20, on October 18, 1919. Projects during this later phase of his career projects included the Manito Masonic Temple (1923); and the Royal Riblet House (1925).

Keith continued on his own until 1929, but times were hard for him during the late 1920s, both personally and professionally. Economic fortunes forced him to take a job with his former partner Harold Whitehouse. Around 1935, George and his wife Clara moved back to New Jersey, most likely to be closer to Clara's relatives. It is unclear if he practiced architecture there. The 1940 census records indicate that his occupation was a superintendent at an undisclosed industry. Keith passed away on July 16, 1953 at the age of 74 in Essex, New Jersey.

Harold Whitehouse (1884-1974) Architect for the Jefferson Hotel with Cowley and Keith.

Harold Whitehouse was born in 1884 in Somerville, Massachusetts. He attended Cornell University where he took a study tour of Europe under H. E. Phelps. He began practice as a draftsman in 1902 for Fox, Jenney and Osle. In 1908, he became a partner in Keith and Whitehouse and is registered in Idaho, Montana, Oregon, and Washington. Mr. Whitehouse was president of the Spokane, Washington chapter of the American Institute of Architects (A.I.A.) In 1913 he partnered with Ernest Price. Some notable buildings designed by Mr. Whitehouse include the Music Building and the Fine Arts Building at the University of Washington; the Administrative Building at the University of Idaho; Anacortes Hospital in Anacortes, WA; Women's Dormitory at Gonzaga University; Lincoln Office Building in Spokane, WA; and United General Hospital in Sedro Wooley, WA. He also designed Episcopal churches in small towns throughout the Pacific Northwest.

One of the most successful and prolific architects in Spokane, Harold Whitehouse designed more than a thousand houses, buildings, and structures in the area. He was educated at the Boston Art Club and Cornell University, and studied Gothic architecture in Europe. After George Keith, Whitehouse partnered with Ernest Price from 1914 to Price's retirement in 1964. Harold Whitehouse's extensive travel and study allowed him to design some of his most celebrated achievements in Spokane, including the Hutton Settlement

(orphanage built 1919), the City Ramp Garage (built 1928), and St. John's Episcopal Cathedral (built 1925-1954). Designs attributed to Whitehouse alone and to Whitehouse & Price were extensive and include hundreds of single-family homes, multifamily apartments, college and university sorority and fraternity houses, commercial buildings, industrial warehouses, schools, and churches (for which Whitehouse was particularly fond) throughout Washington, Idaho, Montana, and Oregon. Sally B. Woodbridge wrote a book called, Building Through Time: The Life of Harold C. Whitehouse, 1884-1974, and gave a list of jobs completed by Whitehouse alone and by Whitehouse & Price. After entering more than 2,400 commissions, Woodbridge exclaimed "this list testifies to the breadth of practice of this long-lived firm."

Pettifer Construction Company

Pettifer Construction company, was a building contractor in Spokane active in the beginning of the 20th century. A summary of Pettifer's work was provided in an article in the May 24, 1910 edition of the *Spokane Chronicle:* "**Start Active Construction on a Big Business Building**." The Pettifer Construction company of Spokane, which as the contract for the erection of a number of local buildings, is now laying brick on the new home of the Ideal laundry at the northwest corner of Boone avenue and Ruby street. … The company has just completed excavation for the Newman block to be erected at the SE corner of 1st avenue and Jefferson Street. This is to be a five-story and basement hotel structure that will cost $35,000. In addition, they are erecting the $25,000 K. of P. building, the Ritzville high school, a $3,500 building in Thompson, MT. They are also constructing the Lever Building at 3rd and Howard—a $125,000 building with 169 rooms with Robert Sweatt as architect. The officers of the company are J. A. Pettifer, president, and C.W. Pettifer, secretary and manager. Other buildings constructed by Pettifer include a new school at Lind in 1908, and also in 1908 "Three Buildings to Cost $52,000" including a 3-story brick on Main and Bernard, a 3-story brick apartment house at the northwest corner of Pacific and Spruce, a 3-story apartment house at 4th between Bernard and McClellan, and a guardhouse at Fort Wright. The $35,000 Othello school was constructed in 1909.

BIBLIOGRAPHY

Durham, Nelson W. History of the City of Spokane and Spokane County, Washington.

Holstine, Craig, Historian. Single Room Occupancy Hotels in the Central Business District of Spokane 1900-1910. April 1993.

Holstine, Craig. The Commercial Block. National Register of Historic Places Nomination Form. 1993.

Hylsop,Robert B. Spokane's Building Blocks. 1983.

Kolva, Jim. The Willard (Otis) Hotel. Spokane Register of Historic Places Nomination Form. 2018.

Polk, R.L. Directory, City of Spokane. Various years 1900-2010.

Pratt, Orville Clyde. The Story of Spokane (unpub. MS). Spokane Public Library, Ned M. Barnes Northwest Room. 1948.

Sanborn Map Company. 1888, 1889, 1891, 1902, 1910, 1928, and 1950.

Sheridan, John B. A Survey of Spokane's Low Cost Residential Hotels and Apartments. July 1972.

Spokane County Assessor's Office. Field Files for 1121 W. 1st Avenue and 115 South Jefferson Street.

Spokane County Assessor's Office, Property Search. 2018.

Spokane City. Building Permit Records on Line. https://my.spokanecity.org/permits/archive/. Reviewed 7/10/2022.

The Spokane Daily Chronicle (various articles)
--. "Some Apartment Houses Now Being Erected." 6/27/1909. Section IV. p1:1 (full page of photos).

--. "Would Extend Windsor Hotel to Newman Building on First Avenue. 1/19/1910. p21:1-2.

--. "IF YOU WANT A GOOD MODERN room go to the Hotel Windsor…." (ad) 10/20/1090. P22:2.

--. "Two Buildings Replace Shacks On First Avenue" (illustrated with photo). 10/30/1910. Part 4, p2:1-3.

--. "Death Claims Harry Oechsli." 9/25/1933. p13:1.

"Halterman Gets Jefferson Hotel." 7/4/1946. p3:2.

--. “Hinos Buys Lease on Norman Hotel.” 4/23/1948. p3:6.

--. “Operators Change at Jefferson Hotel.” 3/29/1949. p5:1.

--. “The other Spokane’s Christmas.” “A priest found the real Christmas with the ‘nobodies’ in a hotel.” 12/25/1982. p5:1.

--. “It’s survival of the fittest down here.” 6/14/1987. p1:1-4.

--. “Jefferson Hotel refurbished as Crosswalk moves.” 8/21/1990.

--. Howell, Parker. “Low-income tenants face evictions, uncertain futures.” 6/3/2007. http://www.spokesman.com.

The Spokesman-Review. Various articles 1899 to 2000.
--. “Building Boom is On." *The Spokesman-Review*. June 2, 1901.

--. “Real Estate Transfers. Rachael Newman.” 12/17/1904. p8:2.

--. "H. Oechsli Buys Building." 10/19/1905. p8:1.

--. "Permits to Build." 6/12/1907. p9:2.

--. “Meat Company to Expand.” 6/12/1907. P9:1-2.

--. “$30,000 Building on First Avenue.” 7/3/1908. p10:1.

--. Mrs. R. Newman To Build on First.” 12/29/1908. p9:7.

--. “Business Buildings and Residences Now Under Construction Will Cost Approximately $7,000,000. 8/23/1908. Pp28 -29.

--. “Spokane Meat & Poultry Co. (ad). 5/4/1909. p5:7.

--. “Building, $35,000 On First Avenue. 1/8/1910. p8:1.

--. Two Buildings Replace Shacks on First Avenue. 10/30/1910. p2.

--. “Hotel Windsor”. (ad). 3/6/1913. p2:7.

--. “Junge Takes Over Wayne Hotel.” 10/7/1914. p7:6.

--. “New Building for auto firms. 9/24/1916. p6:6.

--. “Oechsli To Sell Ford Cars. 11/21/1922. p7:6.

--. “Oechsi Appleway Home Is Colonial Gem." 12/13/1925. p83.

--. “Woman Pioneer Dies in Butte. 5/9/1938. p5.

--. “Kessingers Purchase Norman Hotel on First.” 10/16/1948. p7:4.

--. “Two City Hotels Will be Merged.” 4/14/1951. pP25:1.

--. “Opus 1, New Spokane Spot, Offers Live Classical Music.” 5/20.1962. p52.
--. “Exhibit Show by Fleckenstein.” 8/18/1963. P47:1-2 (Opus I Gallery at W1121 First).

--. “Man Is Booked in Gun Incident.” 8/5/1967. P6:4.

--. “Seattle Motorcyclists Face Assorted Charges.” 11/19/1968. P10:3

--. Ad for bartender at Boot Hill Tavern, W1121 First 8/18/1969.

--. “Penalty Levied.” 3/11/1971. p8: 3.

--. “Man Is Knifed; 2 Are Arrested” 10/23/1972. p3:2

--. “Stabbing Case Arrest is Made.” 10/23/1972. p22:7.

--. “Suspect is Nabbed in Tavern Holdup.” 12/12/1973. p13:1-2

--. “Tavern for sale.”….Boot Hill at W1121 First. 3/18/1974 p22:4.

--. “Woman Held in Larceny Case.” 4/25/1974. p14: 5.

--. “Business Burglaries Under Investigation. 4/1/1976. p24:1-2.

--. “City buys Parsons Hotel for public housing.” 10/2/1979. p2:1-6.

--. “Skid Road is vanishing – but the bums aren’t.” 6/29/1980. p11:1-7.

--. “Bartender Shot.” 4/20/1981. p8:5.

--. “Charge against tavern dropped.” 9/9/1983. p20:1-4.

--. “Tavern gets notice to suspend license.” 9/15/1983. p24:1.

--. “Judge backs tavern on serving transient.” 12/10/1983. p3:5.

--. “Crosswalk a haven for street kids.” 12/26/1985. p7:2-5.

--. "West First blend of young and old: It's on the rocks." 6/14/1987. p8:1-2.

--. “Conflict on West 1100 First.” 6/14/1987. p20:2-4.

--. “It’s survival of the fittest down here.” 6/14/1987. p1:1-4.

--. "Spokane police open substation on West First." 9/24/1987. pA6:4.

--. "Police set up outpost in high-crime area." 9/24/1987. p1.

--. "Bartender serves hope at the Dead End." 12/27/1988. p8:2-4.

--. "Murder suspect pleads guilty to manslaughter." 5/9/1989. p12.

--. "Nourishing the hungry souls." 2/22/1990. p50.

--. "Downtown poor run out of room." 2/25/1990. p82 (full page).

--. "Housing." (from pB1) 3/8/1990. p61.

--. "Low-income housing in hotel plans." 3/22/1990. p1:5.

--. "Transient arrested after woman stabbed at Dead End Tavern." 4/5/1990. p14.

--. "Taverns Launching Cleanup." 4/10/1990. p1:1-3.

--. "Coping with the wild crowd." 4/10/1990. p3:2-5.

--. "Walking a beat keeps the block 'cool,' not clean. 7/18/1990. p1:1-5.

--. "Hotel Gone Bad Gets Chance to go Straight." (Editorial) 8/22/1990. p6:1-2.

--. "Low-income housing in hotel plans." 3/22/1990. p34:5.

--. "Aging Hotel Reopens with a New Look." 8/21.1990. pB1.

--. "Hotel Gone Bad Gets Chance to go Straight." (Editorial) 8/22/1990. p.6:1-2.

--. "Man's bad day just gets worse." 7/30/1992. p39:1.

--. "Suspect in farmer's death arrested in Pasco." 10/29/1992. p19:1-7.

--. "Crack Cocaine seizes West First Avenue." 2/22/1993. p1:1-4.

--. "A Losing Battle." "Hotel Owner Gives up in Despair." 2/22/1993. p1:1-4.

--. "Police seize more than a pound of crack." 2/23/1993. pB1.

--. "Police draw battle lines on West First." 3/5/1993. p1:1.

--. "Police drug unit understaffed." 3/26/1993. pB1:2-6.

--. "Tracking crack's deadly trail," "The Cycle (from S3). 5/23/1993. p121:full page.

--. "Needle, condom clinic moves to new home." 6/14/1993. p8:1-5.

--. "Geraghty gets close look at West First." 7/19/1994. p17:1-4.

--. “Neighbors try to retake West First.” 9/15/1994. pB1:1.

--. “Some choose life on West First; some trapped in it.” 1/25/1995. p1:2-4.

--. “A fresh start.” 2/17/1995. pA16:3-5.

--. "Gang war behind shooting on West First." 7/30/1996. pB1.

--. “Cops fight for control of West First.” 8/3/1996. p1:1-5.

--. “City struggles to solve West First problems.” 8/3/1996. p7:2.

--. “Life on The Block.” (photo spread of West First at night). “Cops fight for control of West First.” 8/3/1996. p1:1-4.

--. “West First residents get break from crime.” 8/25/1996. pB1:mast.

--. "Along West First, a neighborhood emerges." 1/23/1997. p1.

--. “Hotel renaissance.” 3/31/1997. p6:1-7.

--. “Cooperative effort is paying off again.” 6/21/1997. pB6:1.

--. “Bump in the road won’t end journey.” 8/30/1997. pB6.

--. “Visual arts: “Local artist Balazs ‘Still Trying’ at the 2mT gallery.” 10/91997. p32.

--. “West First cleanup earns police honors." 11/17/1997. pA9.

--. "Once-mean street freshens up." 6/20/1998. pB3.

--. “Rock Concert at Met will benefit gallery. 9/18/1998. p24.

--. “KHQ reaches new heights.” 7/18/2000. pA6:2-4.

--. “West First’s revival.” 9/6/2000. PA6:2-4.

--. “Low income apartments to close.” 11/8/2002. p A1:1-3.

--. “DVD maker may add jobs, but displace Poor.” 5/3/2007. p1:2-5.

--. “Low-income housing splits field.” 7/12/2007. pB3:2-5.

--. “Otis evictions stretch services to limit.” 9/6/2007. P6:2-5.
s
--. “Retail, office condos planned for adjacent historic buildings.” 1/18/2008. p8:1-4.

--. “BlueRay faces securities fraud suit.” 6/25/2008. pB1:mast.

--. “Low-Income housing may return.” 3/26/2009. pA5:mast.

--. Developer creating uptown loft condos in two downtown Spokane buildings.” 11/22/2015. pb1.

The Spokane Press. “Mrs. Rachel Newman and her son, Jesse Newman, will erect a three-story, $35,000 brick and terra cotta building on the south side of First avenue, between Madison and Jefferson streets. 1/8/1910. p3:5.

--. "Four Cogs in the HUD-SEX Machine." 3/23/1927. p5:2-6.

--. "Expansion System Is Secret of Hupp Power. 8/31/1927. p7:1-2.

Washington State University. West Downtown Historic Transportation Corridor 5/4/1999. Washington State University History Department, Graduate Seminar. Rutherford, Janice W. Professor.

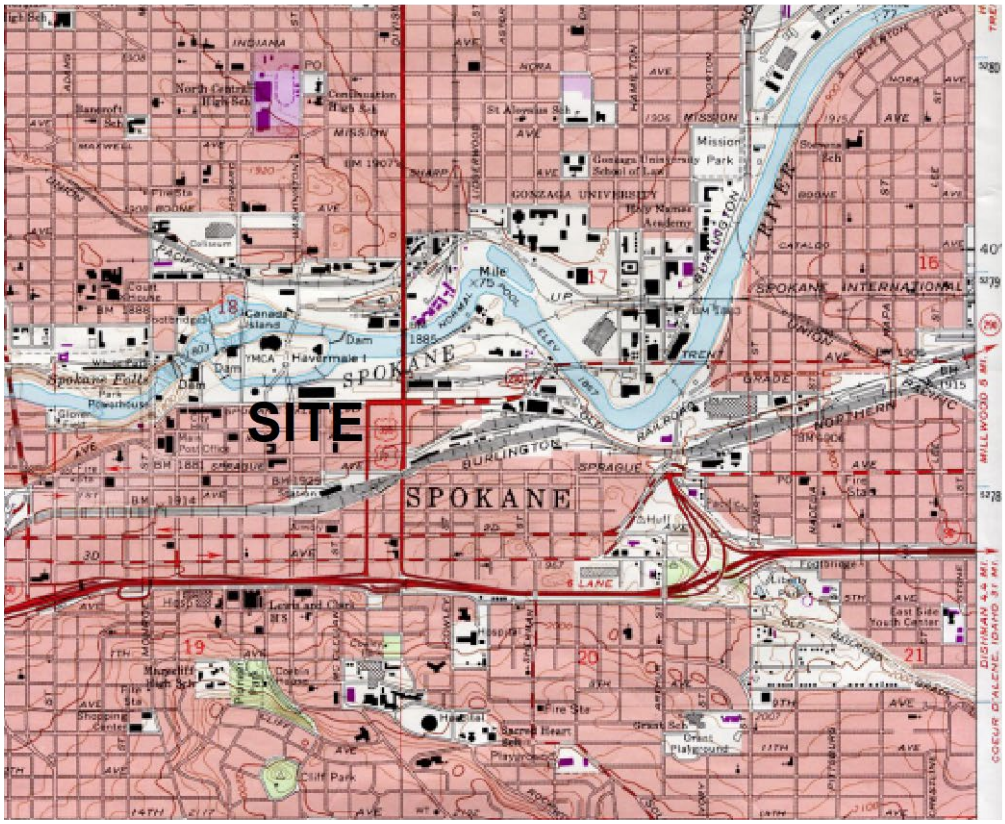
Wikipedia. History of Spokane, Washington. Reviewed 2/1/2018.

Woo, Eugenia. Vermilion. East Downtown Historic District. National Register of Historic Places Nomination. 23 April 2003.

Woodbridge Sally Byrne, Building Through Time: The Life of Harold C Whitehouse, 1884-1974, American Lives Endowment, 1980, architects

“Wright & Saunders.” Boulder, Colorado High School Yearbook – 1908.

Maps, Drawings, and Photographs



USGS 7.5 Minute Quadrangle. Spokane NW, Wash. 1974. Photorevised 1986

NORMAN & JEFFERSON HOTELS
1121-1129 WEST 1ST AVENUE

N
1' = 2000'

NORMAN-JEFFERSON SITE LOCATION & PHOTO KEY

PHOTOS

1. Norman-Jefferson - Context along First Avenue, looking east

2. Norman-Jefferson - Northwest corner, looking southeast

3. Norman-Jefferson - Front facade, looking south

3

4. Norman-Jefferson - Northeast corner, looking southwest

5. Norman-Jefferson - Context along First Avenue, looking southwest

6. Jefferson - Southwest corner and west facade, looking northeast

7. Jefferson-Norman - Rear (south) facade, looking northeast

8. Norman - East facade, looking west

9. Jefferson-Norman - Rear (south) facade at building juncture, looking north

10. Norman-Jefferson - Detail at juncture of buildings

11. Jefferson - west facade, south section, looking east

12. Jefferson - west facade, north section, looking east

13. Jefferson - West facade, main entrance, looking east

14. Jefferson southwest corner - Spokane Boxing

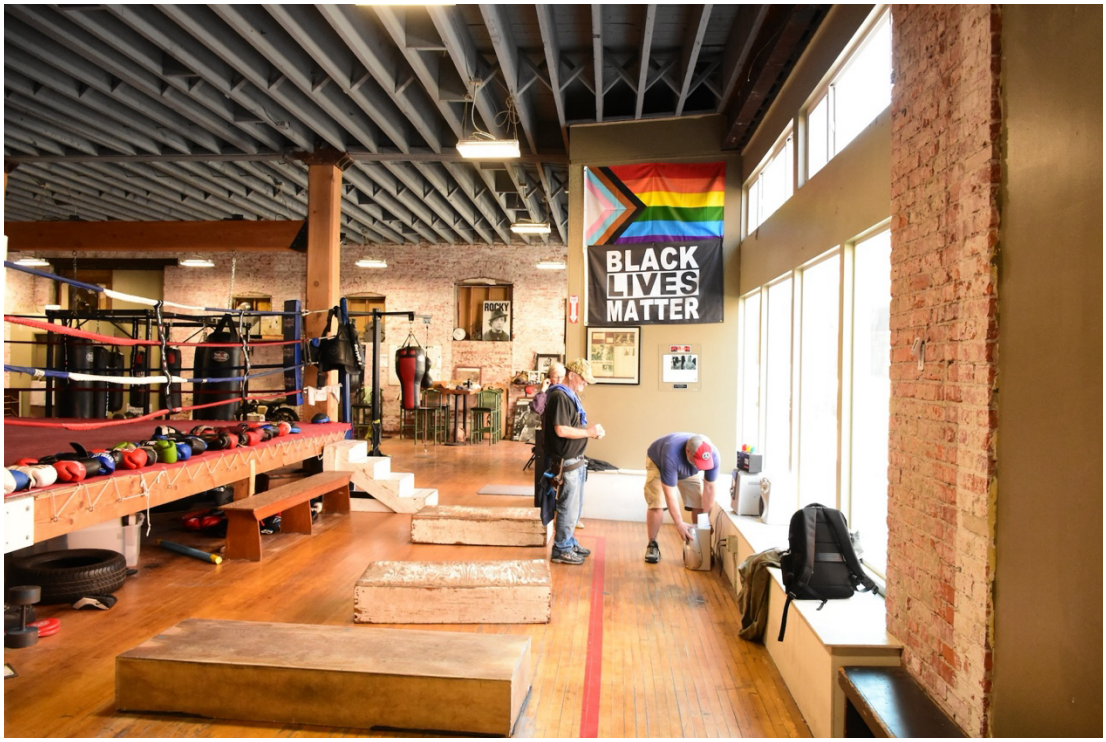
15. The Jefferson main entrance on 1st Avenue, looking south

16. The Norman main entrance on 1st Avenue, looking south

17. Norman - southeast corner, looking northwest along rear facade of Norman and Jefferson

18. Jefferson - southwest corner looking northeast along rear facade of Jefferson and Norman

1. Jefferson - Spokane Boxing first floor, looking north



2. Jefferson - Spokane Boxing first floor, looking south along west wall

3. Jefferson First Floor - north section, looking south along east wall

4. Jefferson - First floor, looking north along east wall

5. Jefferson First Floor - north section, looking north along west wall toward front

6. Jefferson - Basement on east side with stairs to first floor, looking west

6a. Jefferson - Stairway down to east basement section

6b. Jefferson - Basement stairway from west side to first floor

7. Jefferson – Typical basement on east side, looking south

8. 2nd floor elevator/stair lobby, looking northwest toward Jefferson

9. Jefferson 2nd floor, looking southwest from elevator/stair lobby

10. Jefferson 2nd floor south section, looking north from south wall

11. Jefferson 2nd floor north section, looking north from midsection wall

12. Jefferson central stairs 2nd floor to 1st floor

13. Jefferson 3rd floor - north section, looking south at midsection wall from stairwell

14. Jefferson 3rd floor north section, looking south from north wall

15. Jefferson 3rd floor south section, looking north from south wall

16. Norman 3rd floor, west side, looking north at lightwell and original hallway framing

17. Norman 3rd floor, west side, looking south at elevator/stair lobby and original framing

18. Norman 3rd floor, looking north at central stairwell

19. Norman 2nd Floor - east wall northerly and southerly light wells, looking south

20. Norman 2nd floor, looking south along central hallway

21. Norman 2nd floor, looking southwest at central stairwell.

22. Norman 2nd floor central stairwell, looking north down to 1st floor

23. Norman 1st floor - looking north along east bay and east wall

24. Norman 1st floor, looking north along west wall

25. Norman 1st floor, looking south along east wall

26. Jefferson First Floor - Original entry to south section on west wall, looking west

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 09/15/2026 **Committee Agenda type:** Reports, Contracts & Claims		**Date Rec'd**	9/10/2026
		Clerk's File #	OPR 2026-0801
		Cross Ref #	
Council Meeting Date: 09/30/2026		**Project #**	
Submitting Dept	HOUSING & HOMELESS SERVICES	**Bid #**	
Contact Name/Phone	HEATHER PAGE 625-6578	**Requisition #**	
Contact E-Mail	HPAGE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	CHHS ACCEPTANCE OF PY 2026 FORMULA GRANTS – CDBG, HOME, ESG		

Agenda Wording

Each year, HUD allocates Community Development Block Grant (CDBG) funds, HOME Investment Partnership (HOME) funds, and Emergency Solution Grant (ESG) funds to the City of Spokane in its role as a participating jurisdiction. The PY2026 CDBG allocation is $3,117,573. The PY2026 HOME allocation is $1,092,547.60 The PY2026 ESG allocation is $265,184 CDBG grant funds may be used within the City of Spokane to meet program objectives and requirements as outlined in 24 CFR 570. HOME grants funds may be used within the City of Spokane to meet program objectives and requirements as outlined in 24 CFR 92. ESG funds may be used within the City of Spokane to meet program objectives and requirements as outlined in 24 CFR 576.

Summary (Background)

Each year, HUD allocates Community Development Block Grant (CDBG) funds, HOME Investment Partnership (HOME) funds, and Emergency Solution Grant (ESG) funds to the City of Spokane in its role as a participating jurisdiction. The PY2026 CDBG allocation is $3,117,573. The PY2026 HOME allocation is $1,092,547.60 The PY2026 ESG allocation is $265,184 CDBG grant funds may be used within the City of Spokane to meet program objectives and requirements as outlined in 24 CFR 570. HOME grants funds may be used within the City of Spokane to meet program objectives and requirements as outlined in 24 CFR 92. ESG funds may be used within the City of Spokane to meet program objectives and requirements as outlined in 24 CFR 576.

What impacts would the proposal have on historically excluded communities?

The CDBG program provides resources to address housing and community development needs that benefit low- to moderate-income individuals (<80% AMI). HOME benefits households earning 30% and 50% AMI, and ESG provides emergency services for households at-risk of homelessness or who are homeless.

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

Data is collected and reported as per HUD's requirements outlined in 24 CFR 570, 576, and 92.

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

Data is collected and reported as per HUD's requirements outlined in 24 CFR 570, 576, 92.

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 funding source must align with the 2025-2029 Consolidated Plan, and the 2026 Annual Action Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 4,475,304.60
Current Year Cost	$ 4,475,304.60
Subsequent Year(s) Cost	$

Narrative

Acceptance of annual formula grant (PY26 CDBG, HOME, ESG) from HUD.

Amount		Budget Account
Expense	$ 3,117,573.	# 1690-95576-99999-33114-99999
Expense	$ 1,092,547.60	# 1710-95579-99999-33114-99999
Expense	$ 265,184	# 1540-95573-99999-33114-99999
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Grant

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

This is an annual formula grant from HUD

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.	**ACCOUNTING -**	BROWN, SKYLER
Division Director	KINDER, DAWN		
Accounting Manager	DUFFEY, ANDREW		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

April 10, 2026

The Honorable Lisa Brown
Mayor of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

Dear Mayor Brown,

Secretary Scott Turner is committed to improving housing opportunities, reducing regulations to lower housing cost, and expanding housing supply for hardworking Americans. The nationwide shortage of rental and owner-occupied properties and the current rate of construction have not kept pace with the demand. This lack of adequate housing supply leads to higher prices for renters and homebuyers alike, forcing some into homelessness and preventing countless Americans from becoming homeowners. Across the country, partnerships between public and private sectors are providing millions of Americans an opportunity to get ahead. HUD is determined to continue its collaboration with you so programs are responsibly utilized and can spark additional leveraging and partnerships to address the nation's housing challenges.

As authorized by the Consolidated Appropriations Act (Public Law 119-75) on February 3, 2026, I am honored and excited to announce that the Spokane jurisdiction is receiving the following Fiscal Year 2026 allocations for the identified programs:

Community Development Block Grant (CDBG) $3,117,573.00

HOME Investment Partnerships Program (HOME) $1,092,547.60

Emergency Solutions Grants (ESG) $265,184.00

Housing Opportunities for Persons With AIDS (HOPWA) $ 0.00

Recovery Housing Program (RHP) $ 0.00

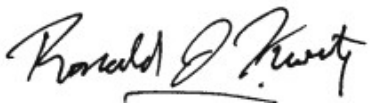
In addition, your jurisdiction's CDBG allocation for this year provides you with $15,587,865.00 in available Section 108 loan guarantee borrowing authority. Section 108 permits you to borrow up to five times of your current CDBG allocation. This loan allows jurisdictions to maximize access to low-interest capital, and provide long-term financing to invest in Opportunity Zones, or further address gap financing for big projects that you envision for your community.

As you are finalizing your Annual Action Plans or Consolidated Plans that are due for submission to our office by August 16, 2026, please be reminded that it is important to align with

applicable laws and executive orders. If you or any member of your staff have questions, please do not hesitate to contact your local HUD Field Office or CPDGDAS@hud.gov.

Thank you for your interest in CPD programs and for ensuring that these dollars are responsibly achieving outcomes as intended by law. When people have a safe and stable place to call home, they can focus on contributing to the economy and be productive members of their respective communities.

Sincerely,



Ronald J. Kurtz
Assistant Secretary
for Community Planning and Development

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/15/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/30/2026

Date Rec'd	8/21/2026		
Clerk's File #	OPR 2026-0802		
Cross Ref #			
Project #			
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	AMANDA BECK X6414	**Requisition #**	
Contact E-Mail	ABECK@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CBC CONDITIONAL CONTRACT FOR 126 W SINTO AVE		

Agenda Wording

Conditional Commercial Building Conversion contract with NODO SPOKANE LLC, for the property located at 126 W Sinto Ave, to create 25 dwelling units with a required 10% of affordable units.

Summary (Background)

RCW 82.59 authorizes the Conversion of Underutilized Commercial Property to Affordable Housing sales and use tax incentive, known in the City as the Commercial Building Conversion (CBC) program, to certify eligible investment projects for this affordable housing incentive. The City adopted this incentive in 2024 and SMC 08.07E outlines Spokane's CBC program and project eligibility requirements. Staff has determined that the Fleet Building Apartments conditional application meets the definition of an eligible investment project as outlined in SMC 08.07E.020 and RCW 82.59.010. The application proposes to create 25 residential units on the property at 126 W Sinto Ave, within the Emerson/Garfield neighborhood (District 3). The property is zoned Office Retail (OR-150), and the proposed use is allowed. Once the project is constructed, the property owner will be required to maintain 10% of affordable units for 10 years. This agreement authorizes the City to enter into the Commercial Building Conversion conditional contract, which will ultimately result in the issuance of a final certificate of approval and the beginning of the 10 year compliance period.

What impacts would the proposal have on historically excluded communities?

The Commercial Building Conversion program requires that 10% of constructed units be rented to low-income households, or those earning no more than 60% Area Median Income (AMI). Utilizing data from HUD, a two person household earning 60% AMI will earn $48,400 annually. Increasing supply and access to affordable housing can have the result of decreasing supply pressure on the local housing market and increasing housing choice for historically disadvantaged or underserved 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?

The Department of Commerce and the Department of Revenue conduct annual audits of all jurisdictions with CBC programs. The City collects annual reports and tenant income verification for each property, to be reviewed by Commerce for the housing compliance component. The property owner must annually complete tax reporting to the Department of Revenue as well. Both compliance pieces are mandatory for the 10-year compliance period. Only income level data will be collected to ensure compliance.

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

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finaled projects, and the need detailed by developers for such an incentive to make low-income and workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed, and the geographic dispersion of eligible projects.

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?

Comprehensive Plan Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review

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

Narrative

The sales and use taxes associated with the housing units are deferred, while the parcel's property value will increase with the new improvements.

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER		
Division Director	GARDNER, SPENCER		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Chris Batten, chris@rencorprealty.com	smacdonald@spokanecity.org
sgardner@spokanecity.org	abeck@spokanecity.org
eking@spokanecity.org	

SALES AND USE TAX DEFERRAL AGREEMENT
AND
CONDITIONAL CERTIFICATE OF PROGRAM APPROVAL
OPR 2026-0802

THIS SALES AND USE TAX DEFERRAL AND CONDITIONAL CERTIFICATE OF PROGRAM APPROVAL AGREEMENT ("Conditional Agreement") is between the City of Spokane, a Washington State municipal corporation, as "City", and NODO SPOKANE LLC, as "Owner" whose business address is 827 W 2nd Ave, Spokane, WA 99201 , collectively referred to as "Parties". This Conditional Agreement constitutes the Conditional Certificate of Program Approval.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 82.59 RCW, designated various undeveloped and underdeveloped properties as targeted areas for the provision of a sales and use tax deferral for the development of affordable housing for very low and low, -incomes families; and

WHEREAS, the City has, through Chapter 08.07E SMC, enacted a program whereby property Owners may qualify for a certificate of tax deferral, which certifies to the Spokane County Assessor that the Owner is eligible to receive the sales and use tax deferral; and

WHEREAS, the Owner is applying for a sales and use tax deferral for the redevelopment of underutilized commercial property, as defined in Chapter 08.07E SMC, to develop new affordable housing units; and

WHEREAS, the Owner has submitted to the City a complete conditional application form with a commitment to renting or selling no fewer than 10 percent of the units as affordable rental housing or affordable homeownership housing to very low and low -income households to be constructed on property legally described as:

18-25-43: NE1/4 OF THE NE1/4 OF SEC 18, TWP 25N, RGW 43E, WILLAMETTE MERIDIAN, CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, BEING IN PORTIONS OF BLOCKS 57 AND 58 OF CENTRAL ADD TO SPOKANE, AS PER PLATRECORDED IN VOL "A" OF PLATS, PG 162, RECORDS OF SPOKANE COUNTY; INCLUDING VACATED NORMANDIE ST LYING BETWEEN SAID BLOCKS 57 AND 58, AS VACATED BY ORDINANCE NO. C15753, MORE PARTICULARLY DAF: COM ATTHE SW CORNER OF BLOCK 58 OF SAID PLAT; THENCE N87°33'05"E, A DIST OF 366 FT ALONG THE SOUTHERLY BDRY LINES OF SAID BLOCK 58, THE SOUTHERLY BDRY LINE VACATED NORMANDIE ST AND THE NORTHERLY R/W OF ESINTO AVE TO THE TRUE POB; THENCE DEPARTING SAID BDRY

LINES N2°17'11"W, A DIST OF 101 FT TO A POINT; THENCE N87°33'05"E, A DIST OF 130 FT TO A POINT; THENCE S2°17'11"E, A DIST OF 15 FT TO A POINT;THENCE N87°33'05"E, A DIST OF 106.98 FT TO A POINT; THENCE S2°17'11"E, A DIST OF 86 FT TO ITS INTERSECTION WITH THE SOUTHERLY BDRY LINE OF SAID BLOCK 57 AND THE NORTHERLY R/W OF SAID E SINTO AVE;THENCE S87°33'05"W, A DIST OF 236.98 FT ALONG SAID SOUTHERLY BDRY LINE AND SAID NORTHERLY R/W TO THE POB AND THE TERMINUS OF THIS DESCRIPTION. (AFN 7290201)

Assessor's Parcel Number(s) 35181.0209, commonly known as 126 W Sinto Ave, Spokane, WA 99201, ("Project").

WHEREAS, this property is located in an area zoned for residential or mixed use and is eligible to seek a sales and use tax deferral certificate pursuant to RCW 82.59.100.

WHEREAS, the City has determined that the construction will, if completed as proposed, satisfy the requirements for the sales and use tax deferral for the Project; --

NOW, THEREFORE, the City and the Owner do mutually covenant and agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Program Approval as outlined herein.

2. The Project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received.

3. The Owner intends to construct approximately **25 housing units** on the Project site, as described in their application filed with and approved by the City. In no event shall such construction set aside fewer than ten (10) percent of the developed housing for very low and low -income families.

4. The Owner agrees to complete construction of the Project within three years from the date of the application or within any extension granted by the City. The Department of Planning and Economic Development, with the consent of the Spokane City Council, may extend the deadline for completion of construction or rehabilitation for an additional period not to exceed 24 consecutive months.

5. The Owner agrees before the initiation of construction that the Owner must submit an application to the Washington State Department of Revenue. The application must include:

(a) a copy of this Conditional Certificate of Program Approval issued by the City;

(b) an estimation of construction costs;

(c) time schedules for completion and operation; and

(d) any other information required by the Washington State Department of Revenue.

6. Within 30 days of the issuance of the certificate of occupancy by the City for an eligible investment project, the property owner must file with the City the following:

(a) a description of the work that has been completed and a statement that the eligible investment project qualifies the property for a sales and use tax deferral under this chapter; and

(b) a statement of the new affordable housing to be offered as a result of the new construction;

(c) a statement that the work has been completed within three years of the issuance of the conditional certificate of program approval.

7. Within 30 days after receipt of the statements required under paragraph 6 (a)-(c) of this agreement, the City must determine and notify the Owner whether the work completed and the affordable housing to be offered are consistent with the application and the housing units approved by the City Council, and the investment project continues to qualify for a sales and use tax deferral. The Owner must notify the Department of Revenue within 30 days from receiving the City's determination, as provided by RCW 82.59.070.

8. The parties acknowledge that at least 10 percent of the units will be set aside to be rented or sold as affordable rental housing or affordable homeownership housing to very low and low -income households. In a mixed-use project, only the ground floor of a building may be used for commercial purposes with the remainder dedicated to multifamily housing units. At least 10 percent of the project set aside for multifamily housing units will be rented at a price at or below fair market rent for Spokane County or sold at a price at or below Spokane County median price.

9. To qualify for the sales and use tax deferral, the Owner will be required to make an annual report to the Director of Planning and Economic Development, 30 days after the anniversary of the date of issuance of the certificate of occupancy and each year thereafter for ten (10) years. The annual report must indicate the following:

(a) a statement of the affordable housing units constructed in the property as of the anniversary date;

(b) a certification by the Owner that the property has not changed use;

(c) a description of changes or improvements constructed after issuance of the certificate of occupancy; and

(d) any additional information requested by the City.

10. The Owner must annually file a complete tax performance report with the Department of Revenue pursuant to RCW 82.59.140 beginning the year the certificate of occupancy is issued and each year thereafter for ten (10) years.

11. Pursuant to SMC 08.07E.110, the Owner will have the right to assign its rights under this Agreement. The Owner must promptly notify the City and the Department of Revenue in writing of any transfer of the Owner's ownership interest in the site or in the improvements made to the site under this Agreement. If the transferor fails to notify the City and the Department of Revenue, all deferred sales and use taxes are immediately due and payable as provided in Chapter 82.59 RCW.

12. The City reserves the right to cancel the Conditional Certification of Program Approval should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 08.07E.

12. No modifications of this Conditional Certification of Program Approval shall be made unless mutually agreed upon by the Parties in writing.

13. The Owner specifically acknowledges and understands their potential tax liability involved if and when (1) Owner opts to discontinue compliance and notifies the City and Department of Revenue within 60 days of the change in use or intended discontinuance; or (2) the City finds that a portion of an investment project is changed or will be changed to disqualify the Owner for sales and use tax deferral eligibility, per Chapter 82.59 RCW. Such liability may include imposition of all deferred sales and use taxes and interest pursuant to Chapter 82.59 RCW. The Owner agrees that the City is not responsible for any determinations made by the Washington State Department of Revenue related to Owner's applications therewith related to this Conditional Certificate of Program Approval. This section does not apply after 10 years from the date of the certificate of occupancy.

14. In the event that any term or clause of this Conditional Certificate of Program Approval conflicts with applicable law, such conflict shall not affect other terms of this agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Certificate of Program Approval are declared to be severable.

15. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 82.59 RCW or Chapter 08.07E SMC

DATED this _____ day of _____, 2026

CITY OF SPOKANE

By: _____
City Administrator, Alex Scott

NODO SPOKANE LLC
Owner/Taxpayer

By: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/15/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/30/2026

Date Rec'd	9/2/2026		
Clerk's File #	OPR 2026-0803		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	RFP #6584-26
Contact Name/Phone	ERIK POULSEN 625-6721	**Requisition #**	28940
Contact E-Mail	EPOULSEN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPROVAL OF LEGISLATIVE SERVICES CONTRACT - FEDERICI GOVERNMENT		

Agenda Wording

Approval of contract with Nick Federici / Government Relations (Tacoma, WA) for State Legislative Services from October 1, 2026 to September 30, 2028, renewable for one additional term of two years, in the amount of $54,000 annually and $108,000 over the life of the two-year contract.

Summary (Background)

The City of Spokane has historically contracted with outside firms for legislative services. The contracts with the current legislative vendors expired on March 31, 2026. Consistent with procurement requirements, the new contract was subject to competitive bidding (RFP 6584-26). Three bids were received, all bids were scored by three-person scoring committee, with two bids scoring identical scores. After further discussion with the Legislative Team, the joint proposal submitted by Luke Esser and Nick Federici was accepted. Historically, Mr. Esser and Mr. Federici receive individual contracts, with the total compensation for both contracts equal to the total proposed cost submitted. A companion contract with Luke Esser, with identical terms and costs, is being submitted separately in OnBase. Legislative services are governed by the City's legislative priorities established via council resolution, typically adopted by December 31 of each year. The Council will adopt its legislative priorities in consultation with the chosen provider(s) of legislative services.

What impacts would the proposal have on historically excluded communities?

Not applicable

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

Not applicable

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

The value of service is measured by the success of the City accomplishing passage of (or defeat of) measures identified on its state legislative priorities.

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?

Legislative services are governed by the City's legislative priorities established via council resolution, typically adopted by December 31 of each year. The Council will adopt its legislative priorities in consultation with the chosen provider of legislative services.

Council Subcommittee Review

Not applicable.

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	$ 108,000
Current Year Cost	$ 54,000
Subsequent Year(s) Cost	$ 54,000

Narrative

Amount		**Budget Account**
Expense	$ 54,000	# 0020-0-0-54101-0
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

Currently in budget for 2026, and will be budgeted for next biennial budget.

Approvals		**Additional Approvals**	
Dept Head		**PURCHASING**	PRINCE, THEA
Division Director			
Accounting Manager	DANIELS, DERREK		
Legal	FAIRBORN, KATHERINE		
For the Mayor			

Distribution List	
jsnyder@spokanecity.org	vramos@spokanecity.org
amcdaniel@spokanecity.org	epoulsen@spokanecity.org

City Clerk's No. OPR 2026-0803

City of Spokane

PERSONAL SERVICES CONTRACT

Title: **STATE LEGISLATURE AND LOBBYING SERVICES**

This Contract is made and entered into by and between the **CITY OF SPOKANE,** a Washington municipal corporation (the "City"), and **NICK FEDERICI and NICK FEDERICI GOVERNMENT RELATIONS**, whose address is 2714 N Alder St., Tacoma, WA 98407, (the "Lobbyist"), individually hereafter referenced as a "Party", and together as the "Parties."

The Parties agree as follows:

1. PERFORMANCE.
The Lobbyist shall perform State Legislature and Lobbying Services in accordance with RFP 6584-26 and Lobbyist's Proposal dated August 17, 2026, which is attached as Exhibit B. In the event of a conflict between the Scope of Work and this City Contract, the terms of this Contract will control.

2. TERM OF CONTRACT.
The term of this Contract begins on October 1, 2026, and shall run through September 30, 2028, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by written agreement of the Parties not to exceed one (1) additional two-year term.

3. COMPENSATION / PAYMENT.
Total compensation for Lobbyist's services under this Contract shall not exceed **ONE HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS ($108,000.00)**, plus tax, if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Lobbyist shall submit its applications for payment to City of Spokane City Council Office, 808 West Spokane Falls Blvd., 7th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Lobbyist's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Lobbyist and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. Lobbyist shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Lobbyist'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 Contract shall be included in the project budgets.

5. 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 Lobbyist 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 Lobbyist 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.

6. 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 Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Lobbyist 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.

7. INDEMNIFICATION.

The Lobbyist shall indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Lobbyist's negligence or willful misconduct under this Contract, including attorneys' fees and litigation costs; provided that nothing herein shall require a Lobbyist 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 Lobbyist'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 Lobbyist, its agents or employees. The Lobbyist specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Lobbyist's own employees against the City and, solely for the purpose of this indemnification and defense, the Lobbyist specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Lobbyist 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 Contract.

8. INSURANCE.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance (Stop Gap) 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/$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Lobbyist's services to be provided under this Contract;

   1. **Acceptable supplementary Umbrella insurance** coverage combined with Lobbyist's General Liability insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in 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.

D. **Professional Liability Insurance** (Errors and Omissions) $1,000,000 per claim/aggregate. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Contract. The coverage must remain in effect for at least two (2) years after the Contract is completed.

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

9. DEBARMENT AND SUSPENSION.

The Lobbyist 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.

10. AUDIT.

The Lobbyist and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Lobbyist and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

11. ASSIGNMENT AND SUBCONTRACTING.

The Lobbyist shall not assign or subcontract its obligations under this Contract without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Lobbyist shall incorporate by reference this Contract, except as otherwise provided.

The Lobbyist 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 Lobbyist from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

12. TERMINATION.

Either Party may terminate this Contract, 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 Lobbyist for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Lobbyist's services will be the degree of skill and diligence normally employed by professional Lobbyist performing the same or similar services at the time the services under this Contract are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Lobbyist shall be safeguarded by the Lobbyist. The Lobbyist shall make such data, documents and files available to the City upon the City's request. If the City's use of the Lobbyist's records or data is not related to this project, it shall be without liability or legal exposure to the Lobbyist.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane, including this contract and attachments, 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).

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

15. 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 Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

16. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract shall be effective unless signed by an authorized representative of each of the parties hereto.

B. **Compliance with Applicable Laws.** The Lobbyist, 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 Lobbyist shall comply with the requirements of this Section.

C. **Applicable Law**. This Contract 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 Contract 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 Lobbyist after the time the same shall have become due nor payment to the Lobbyist 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 Contract**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract between the City and the Lobbyist. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

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 by having legally-binding representatives affix their signatures below.

NICK FEDERICI and NICK FEDERICI GOVERNMENT RELATIONS	**CITY OF SPOKANE**
By _____	By _____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Lobbyist's Proposal dated August 17, 2026

26-244

EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Aug 14, 2026

Unified Business ID #: 604173692
Business ID #: 001
Location: 0001
Expires: Oct 31, 2027

Sole Proprietor

NICHOLAS ANTHONY FEDERICI
NICK FEDERICI GOVERNMENT RELATIONS
2714 NORTH ALDER STREET
TACOMA WA 98407

STATE ENDORSEMENTS:

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

BELLINGHAM GENERAL BUSINESS #077375 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

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

John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 604173692 001 0001

Expires: Oct 31, 2027

NICHOLAS ANTHONY FEDERICI
NICK FEDERICI GOVERNMENT RELATIONS
2714 NORTH ALDER STREET
TACOMA WA 98407

FOLD HERE

TAX REGISTRATION
BELLINGHAM GENERAL BUSINESS #077375 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

FOLD HERE

John Ryser
Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business. If you were issued a Business License previously, destroy the old one and post this one in its place. You can update business information, such as your location, mailing address, or phone number, and close your business online using My DOR. For help making these changes, visit dor.wa.gov/MyDORHelp. It is important to maintain users who have access to your business in My DOR. To add or remove users, visit dor.wa.gov/ManageAccessMyDOR.

Endorsements

Endorsements that have been approved will show as “Active”. Endorsements that have not yet been approved will show as “Pending” and will not have an expiration date as they require approval from the regulatory entity. Endorsements with an expiration date must be renewed by that date to avoid late fees. If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

Contact Us:
Email BLS@dor.wa.gov
Telephone 360-705-6705

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/15/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/30/2026

Date Rec'd	9/9/2026		
Clerk's File #	OPR 2026-0804		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	RFP #6584-26
Contact Name/Phone	ERIK POULSEN 625-6721	**Requisition #**	28941
Contact E-Mail	EPOULSEN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPROVAL OF LEGISLATIVE SERVICES CONTRACT - LUKE ESSER		

Agenda Wording

Approval of contract with Luke Esser (Bellevue, WA) for State Legislative Services from October 1, 2026 to September 30, 2028, renewable for one additional term of two years, in the amount of $54,000 annually and $108,000 over the life of the two-year contract.

Summary (Background)

The City of Spokane has historically contracted with outside firms for legislative services. The contracts with the current legislative vendors expired on March 31, 2026. Consistent with procurement requirements, the new contract was subject to competitive bidding (RFP 6584-26). Three bids were received, all bids were scored by three-person scoring committee, with two bids scoring identical scores. After further discussion with the Legislative Team, the joint proposal submitted by Luke Esser and Nick Federici was accepted. Historically, Mr. Esser and Mr. Federici receive individual contracts, with the total compensation for both contracts equal to the total proposed cost submitted. A companion contract with Nick Federici, with identical terms and costs, is being submitted separately in OnBase. Legislative services are governed by the City's legislative priorities established via council resolution, typically adopted by December 31 of each year. The Council will adopt its legislative priorities in consultation with the chosen provider(s) of legislative services.

What impacts would the proposal have on historically excluded communities?

Not applicable

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

Not applicable

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

The value of service is measured by the success of the City accomplishing passage of (or defeat of) measures identified on its state legislative priorities.

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?

Legislative services are governed by the City's legislative priorities established via council resolution, typically adopted by December 31 of each year. The Council will adopt its legislative priorities in consultation with the chosen provider of legislative services.

Council Subcommittee Review

Not applicable

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 108,000
Current Year Cost	$ 54,000
Subsequent Year(s) Cost	$ 54,000

Narrative

Amount		Budget Account
Expense	$ 54,000	# 0020-0-0-54101-0
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	

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

Currently in budget for 2026, and will be budgeted for next biennial budget.

Approvals		Additional Approvals	
Dept Head		PURCHASING	PRINCE, THEA
Division Director			
Accounting Manager	DANIELS, DERREK		
Legal	FAIRBORN, KATHERINE		
For the Mayor			

Distribution List

jsnyder@spokanecity.org	amcdaniel@spokanecity.org
vramos@spokanecity.org	epoulsen@spokanecity.org

City Clerk's No. OPR 2026-0804

City of Spokane

PERSONAL SERVICES CONTRACT

Title: **STATE LEGISLATURE AND LOBBYING SERVICES**

This Contract is made and entered into by and between the **CITY OF SPOKANE,** a Washington municipal corporation (the "City"), and **LUKE ESSER**, whose address is 404 158th Place SW, Bellevue, Washington 98008, (the "Lobbyist"), individually hereafter referenced as a "Party", and together as the "Parties."

The Parties agree as follows:

1. PERFORMANCE.

The Lobbyist shall perform State Legislature and Lobbying Services in accordance with RFP 6584-26 and Lobbyist's Proposal dated August 17, 2026, which is attached as Exhibit B. In the event of a conflict between the Scope of Work and this City Contract, the terms of this Contract will control.

2. TERM OF CONTRACT.

The term of this Contract begins on October 1, 2026, and shall run through September 30, 2028, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by written agreement of the Parties not to exceed one (1) additional two-year term.

3. COMPENSATION / PAYMENT.

Total compensation for Lobbyist's services under this Contract shall not exceed **ONE HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS ($108,000.00)**, plus tax, if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Lobbyist shall submit its applications for payment to City of Spokane City Council Office, 808 West Spokane Falls Blvd., 7th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Lobbyist's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Lobbyist and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. Lobbyist shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Lobbyist'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 Contract shall be included in the project budgets.

5. 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 Lobbyist 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 Lobbyist 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.

6. 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 Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Lobbyist 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.

7. INDEMNIFICATION.

The Lobbyist shall indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Lobbyist's negligence or willful misconduct under this Contract, including attorneys' fees and litigation costs; provided that nothing herein shall require a Lobbyist 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 Lobbyist'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 Lobbyist, its agents or employees. The Lobbyist specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Lobbyist's own employees against the City and, solely for the purpose of this indemnification and defense, the Lobbyist specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Lobbyist 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 Contract.

8. INSURANCE.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance (Stop Gap) 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/$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Lobbyist's services to be provided under this Contract;

   1. **Acceptable supplementary Umbrella insurance** coverage combined with Lobbyist's General Liability insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in 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.

D. **Professional Liability Insurance** (Errors and Omissions) $1,000,000 per claim/aggregate. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Contract. The coverage must remain in effect for at least two (2) years after the Contract is completed.

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

9. DEBARMENT AND SUSPENSION.

The Lobbyist 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.

10. AUDIT.

The Lobbyist and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Lobbyist and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

11. ASSIGNMENT AND SUBCONTRACTING.

The Lobbyist shall not assign or subcontract its obligations under this Contract without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Lobbyist shall incorporate by reference this Contract, except as otherwise provided.

The Lobbyist 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 Lobbyist from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

12. TERMINATION.

Either Party may terminate this Contract, 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 Lobbyist for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Lobbyist's services will be the degree of skill and diligence normally employed by professional Lobbyist performing the same or similar services at the time the services under this Contract are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Lobbyist shall be safeguarded by the Lobbyist. The Lobbyist shall make such data, documents and files available to the City upon the City's request. If the City's use of the Lobbyist's records or data is not related to this project, it shall be without liability or legal exposure to the Lobbyist.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane, including this contract and attachments, 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).

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

15. 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 Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

16. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract shall be effective unless signed by an authorized representative of each of the parties hereto.

B. **Compliance with Applicable Laws.** The Lobbyist, 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 Lobbyist shall comply with the requirements of this Section.

C. **Applicable Law**. This Contract 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 Contract 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 Lobbyist after the time the same shall have become due nor payment to the Lobbyist 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 Contract**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract between the City and the Lobbyist. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

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 by having legally-binding representatives affix their signatures below.

LUKE ESSER	**CITY OF SPOKANE**
By _____	By _____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Lobbyist's Proposal dated August 17, 2026

26-245

EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

Date: September 9, 2026

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

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

PRODUCER Acrisure Northwest Partners Insurance Services LLC 19401 40th Ave W, Suite 440 Lynnwood, WA 98036	**CONTACT NAME:**	
	PHONE (A/C, No. Ext):	**FAX (A/C, No):**
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A: Lloyds of London	**10001**
INSURED Luke Esser 404 158th Pl SE Bellevue, WA 98008	**INSURER B:**	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY ___ CLAIMS MADE _X_ OCCURRENCE __ _____ __ _____ GEN AGG LIMIT APPLIES PER: _X POLICY __ PROJECT __ LOCATION			MMPL-ONEST2595889-0012	12/31/2025	12/31/2026	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
							MED PAY (any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS-COMP/OP AGG	$2,000,000
	AUTOMOBILE LIABILITY __ ANY AUTO __ ALL OWNED AUTOS __ SCHEDULED AUTOS __ HIRED AUTOS __ NON-OWNED AUTOS __ _____						COMBINED SINGLE LIMIT (Each Accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	__ UMBRELLA LIAB __ OCCUR **__ EXCESS LIAB __ CLAIMS-MADE** **__ DED __ RETENTION $**						EACH OCCURRENCE	
							AGGREGATE	
	WORKER'S 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					__ WC STATUTORY LIMITS __ OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	**PROFESSIONAL LIABILITY** **_X_CLAIMS MADE** **RETROACTIVE DATE: 7/1/2022**			MMPL-ONEST2595889-0012	12/31/2025	12/31/2026	EACH CLAIM AGGREGATE	$1,000,000 $1,000,000

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

Professional Services: Lobbyists

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER	CANCELLATION
City of Spokane 808 W Spokane Falls Blvd. Spokane, WA 99201	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

	AUTHORIZED REPRESENTATIVE: COCHRANE & COMPANY, A DIVISION OF COCHRANE AGENCY INC

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STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Jul 31, 2026

Unified Business ID #: 601906253
Business ID #: 001
Location: 0002
Expires: Jul 31, 2027

Sole Proprietor

LUKE EDWARD ESSER
LUKE ESSER
404 158TH PL SE
BELLEVUE WA 98008-4837

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

PUYALLUP GENERAL BUSINESS - NON-RESIDENT - ACTIVE
BELLINGHAM GENERAL BUSINESS #077379 - ACTIVE
MONROE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
OLYMPIA GENERAL BUSINESS - NON-RESIDENT #22591 - ACTIVE
SAMMAMISH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
MERCER ISLAND GENERAL BUSINESS - NON-RESIDENT #220672 - ACTIVE
FEDERAL WAY GENERAL BUSINESS - NON-RESIDENT - ACTIVE
YAKIMA GENERAL BUSINESS - NON-RESIDENT #BL180633 - ACTIVE

REGISTERED TRADE NAMES:

LUKE ESSER

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

John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 601906253 001 0002

LUKE EDWARD ESSER
LUKE ESSER
404 158TH PL SE
BELLEVUE WA 98008-4837

FOLD HERE

TAX REGISTRATION - ACTIVE
PUYALLUP GENERAL BUSINESS - NON-RESIDENT - ACTIVE
BELLINGHAM GENERAL BUSINESS #077379 - ACTIVE
MONROE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
OLYMPIA GENERAL BUSINESS - NON-RESIDENT #22591 - ACTIVE
SAMMAMISH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
MERCER ISLAND GENERAL BUSINESS - NON-RESIDENT #220672

Expires: Jul 31, 2027

John Ryser
Director, Department of Revenue

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/30/2026

Date Rec'd	9/9/2026		
Clerk's File #	ORD C36941		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6769	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Emergency Ordinance		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PROVIDING REGULATORY RELIEF FOR RESIDENTIAL PROPERTY OWNERS		

Agenda Wording

An ordinance providing regulatory relief for residential property owners rebuilding after the Spokane Complex Fires; and declaring an emergency.

Summary (Background)

The City of Spokane intends to provide relief to property owners impacted by the Spokane Complex Fires through expedited review of permits, as well as appropriate waivers, modifications, interpretations, and administrative flexibility from zoning and development requirements to facilitate reconstruction. The reconstruction of fire-damaged property may present site conditions, regulatory conflicts, or other circumstances that cannot reasonably be anticipated in advance and that limited administrative flexibility is necessary to allow timely and practical rebuilding. This ordinance provides authority to the Planning Director by this ordinance to facilitate Like-for-Like residential rebuild projects. The ordinance also allows accessory dwelling units (ADUs) to remain and be occupied following the destruction or loss of occupancy of the principal dwelling and a new accessory dwelling unit to be permitted, constructed, and occupied before reconstruction or replacement of the principal dwelling, provided the unit otherwise complies with applicable ADU standards. Finally, the ordinance also affirms that a residential rebuild project for a residential property destroyed or damaged by the Spokane Complex Fires and legally established before August 1, 2026, that retains the same water meter service size as the previously existing legally established residential structure shall not be charged a general facilities charge authorized by SMC 13.03.0730 and SMC 13.04.2040 for the rebuild project. The authority granted by this ordinance does not authorize the Planning Director to change the zoning designation of property, authorize a use not otherwise permitted by the applicable zoning district, or waive or modify requirements imposed by applicable state or federal law.

What impacts would the proposal have on historically excluded communities?

This ordinance provides the City with code flexibility to support reconstructing or replacing a residential structure that was destroyed or damaged by the Spokane Complex Fires

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?

Permit data is recorded by the Development Services Center. Demographic data is not collected.

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

Building permit data and modifications will be recorded by the Development Services Center and Planning Services Department.

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	
sgardner@spokanecity.org	tpalmquist@spokanecity.org
amcdaniel@spokanecity.org	

ORDINANCE NO. C36941

An interim ordinance adopting an interim official control providing regulatory relief for residential property owners rebuilding after the Spokane Complex Fires; adopting a new Chapter 17C.440 of the Spokane Municipal Code; setting a public hearing; and declaring an emergency.

WHEREAS, on August 1, 2026, the Old Trails Fire, Autumn Lane Fire, and Fairview Fire began in Spokane County; and

WHEREAS, Mayor Brown proclaimed an emergency for the Old Trails Fire (Executive Order 2026-0004), and expanded that order on August 4, 2026, to include the Autumn Lane Fire and Fairview Fire, collectively naming the fires as the Spokane Complex fires (Executive Order 2026-0005, which was ratified by the City Council on August 19, 2026; and

WHEREAS, the City of Spokane intends to provide relief to property owners impacted by the Spokane Complex Fires through expedited review of permits, as well as appropriate waivers, modifications, interpretations, and administrative flexibility from zoning and development requirements to facilitate reconstruction; and

WHEREAS, the City recognizes that reconstruction of fire-damaged property may present site conditions, regulatory conflicts, or other circumstances that cannot reasonably be anticipated in advance and that limited administrative flexibility is necessary to allow timely and practical rebuilding; and

WHEREAS, some affected property owners are already prepared to begin the rebuilding process and require immediate certainty about the code requirements that will apply to rebuilding; and

WHEREAS, the emergent need requires action on a timeline that is too short to allow compliance with SEPA processes and is categorically exempt from SEPA under WAC 197-11-880; and

WHEREAS, the proposed text amendments were drafted and reviewed consistent with the requirements of RCW 36.70A.370 to assure protection of private property rights; and

WHEREAS, the City Council finds that the onset of the Spokane Complex Fires and aftermath was sudden, unexpected, and requires immediate action to prevent or mitigate the continuing threat of harm to the community; and

WHEREAS, the City Council finds also that the normal course of legislative procedures of the City Council cannot timely address the harm from the aftermath of the Spokane Complex Fires without causing or exacerbating harm to the community; and

WHEREAS, the Spokane City Council finds that this ordinance is necessary for the protection of the public peace, health, and safety and for the immediate support of City government and its existing public institutions consistent with Section 19 of the City Charter.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the interim official control established by this ordinance. The City Council may, in its discretion, adopt additional findings after public hearing referenced in Section 5 below.

Section 2. Purpose. The purpose of this interim official control is to provide regulatory relief for residential property owners rebuilding after the Spokane Complex Fires.

Section 3. Duration of Interim Official Control. The interim official control imposed by this Ordinance shall be in effect for a period of up to one year, beginning on the date of the adoption of this Ordinance. During this period, the City will evaluate how to make these standards permanent pursuant to the City's public notice and participation process set forth in SMC 17G.025.

Section 4. Work Plan. Pursuant to RCW 36.70A.390, a work plan related to this ordinance shall include continued public participation and noticing pursuant to SMC Chapter 17G.025, as well as consideration of additional regulatory relief for residential property owners rebuilding after the Spokane Complex Fires in the City's development code update following the update to the City's Comprehensive Plan.

Section 5. Public Hearing. Pursuant to RCW 35.63.200 and 36.70A.390, the City Council will hold a public hearing on this interim official control on September 30, 2026. Immediately after the public hearing, the City Council will adopt findings of fact on the subject of this interim official control.

Section 6. That there is adopted a new Chapter 17C.440 of the Spokane Municipal Code to read as follows:

Chapter 17C.440 Spokane Complex Fires Regulatory Relief

17C.440.010	**Definitions**
17C.440.020	**Like-for-Like Eligibility and Requirements**
17C.440.030	**Facilitating Like-for-Like Residential Property Rebuilding**
17C.440.040	**Accessory Dwelling Units (ADUs)**
17C.440.050	**General Facilities Charges**
17C.440.060	**Duration**

Section 17C.440.010 Definitions

"Like-for-Like" is the replacement of residential structures in the same general location and of roughly the same size as a previously existing legally established residential structure.

Section 17C.440.020 Like-for-Like Eligibility and Requirements

Authority is granted to the Planning Director by this ordinance to facilitate Like-for-Like residential rebuild projects that meet the following conditions:

1. The Like-for-Like rebuild project shall be reconstructing or replacing a residential structure that was destroyed or damaged by the Spokane Complex Fires and was legally established before August 1, 2026.

2. The Like-for-Like residential structure shall not result in the creation of more housing units than the previously existing, legally established residential structure, except that one Attached Accessory Dwelling Unit may be included in rebuild projects using these Like-for-Like provisions.

3. A property owner may construct Detached Accessory Dwelling Units (DADUs) on the property separate from a primary structure without affecting the application of these Like-for-Like provisions for the primary structure. The DADU shall follow all applicable standards in Title 17 or any successor code, unless the structure it replaces was legally established before August 1, 2026, in which case the Like-for-Like DADU may also be evaluated under this ordinance.

Section 17C.440.030 Facilitating Like-for-Like Residential Property Rebuilding

A. The Planning Director is authorized to waive, modify, interpret, or determine the applicability of dimensional standards, design requirements, and other site development standards contained in Title 17 and any successor code when the Director determines that such relief is necessary to facilitate rebuilding of

residential structures damaged or destroyed by the Spokane Complex Fires. Such authority includes, but is not limited to, requirements related to setbacks, building height, coverage, building placement, parking, landscaping, screening, design requirements, and requirements applicable to legally established nonconforming structures or site development.

B. The Planning Director may resolve conflicts or inconsistencies between applicable regulations, development standards, and prior approvals and may address circumstances not specifically anticipated by this ordinance in a manner consistent with its purpose.

C. The Planning Director may impose reasonable conditions on any waiver or modification and may establish standardized waivers, modifications, interpretations, procedures, or other administrative guidance necessary to implement this ordinance.

D. The authority granted by this ordinance does not authorize the Planning Director to change the zoning designation of property, authorize a use not otherwise permitted by the applicable zoning district, or waive or modify requirements imposed by applicable state or federal law.

Section 17C.440.040 Accessory Dwelling Units (ADUs)

Notwithstanding any other standards contained in Title 17 and any successor code, the following relief is granted for the permitting and development of an ADU on lots containing a dwelling unit that was destroyed, substantially damaged, or otherwise made uninhabitable as a direct result of the Spokane Complex Fires.

1. A lawfully established ADU may remain and be occupied following the destruction or loss of occupancy of the principal dwelling, as long as the ADU is not determined to be uninhabitable by the Building Official.

2. A new accessory dwelling unit may be permitted, constructed, and occupied before reconstruction or replacement of the principal dwelling, provided the unit otherwise complies with applicable ADU standards. The absence of an existing principal dwelling shall not, by itself, disqualify the unit from treatment as an ADU.

3. Notwithstanding any provision of the Spokane Municipal Code requiring an ADU to utilize utility service established for the principal dwelling, an ADU

authorized pursuant to this ordinance may utilize an existing, temporary, or separate approved utility connection. A temporary or separate utility connection authorized under this ordinance shall not, by itself, affect the unit's status as an ADU.

4. Except as expressly modified by this subsection, an ADU authorized under this ordinance remains subject to otherwise applicable accessory dwelling unit standards and requirements of Title 17 and any successor code.

Section 17C.440.450 General Facilities Charges

A residential rebuild project for a residential property destroyed or damaged by the Spokane Complex Fires and legally established before August 1, 2026, that retains the same water meter service size as the previously existing legally established residential structure shall not be charged a general facilities charge authorized by SMC 13.03.0730 and SMC 13.04.2040 for the rebuild project.

Section 17C.440.460 Duration

The provisions of this ordinance shall expire on December 31, 2029, unless extended or modified by the Spokane City Council. Regulatory relief granted by the Director before this date shall remain valid until the expiration of any associated permit or application.

Section 7. 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 8. 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.

Section 9. Emergency Clause. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be

effective immediately under Section 01.01.080 SMC and Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

CITY OF SPOKANE PLAN COMMISSION
LETTER OF SUPPORT TO CITY COUNCIL REGARDING
REGULATORY RELIEF FOR PROPERTY OWNERS AFFECTED BY THE SPOKANE COMPLEX FIRES

The Spokane Complex Fires have had a devastating impact on our community, and especially for those directly impacted. The Spokane Plan Commission supports efforts to rebuild in fire-stricken areas and recognizes the importance of providing immediate and predictable guidance to property owners as they navigate the rebuilding process.

The Plan Commission supports relief on two specific items that relate to development regulations:

1. Allowing property owners to rebuild a substantially-similar structure, with flexibility on certain zoning standards such as setbacks and design standards that were not in force at the time a home was originally built.
2. Allowing property owners to build an Accessory Dwelling Unit (ADU) prior to the construction of a primary structure.

The Plan Commission has reviewed the proposed "Like for Like" ordinance and strongly recommends immediate adoption by City Council. This measure gives needed flexibility to households affected by the fires and is responsive to numerous questions received by staff as property owners navigate the reality of rebuilding.

The Plan Commission commends the City for quickly responding to these needs. The Commission also intends to consider these issues and other potential barriers to the development of housing in the City's forthcoming code update, commonly referred to as BUILDSpokane.

Jesse Bank
Jesse Bank (Sep 14, 2026 09:34:03 PDT)

Jesse Bank, President
Spokane Plan Commission

Date: 09/14/2026

PC Letter

Final Audit Report 2026-09-14

Created:	2026-09-14
By:	Emily King (eking@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7LUuwtopl4oZI2N97wH_A90X5XMpyyX1

"PC Letter" History

Document created by Emily King (eking@spokanecity.org)
2026-09-14 - 2:43:57 PM GMT

Document emailed to Jesse Bank (jbank@spokanecity.org) for signature
2026-09-14 - 2:44:01 PM GMT

Email viewed by Jesse Bank (jbank@spokanecity.org)
2026-09-14 - 4:33:05 PM GMT

Document e-signed by Jesse Bank (jbank@spokanecity.org)
Signature Date: 2026-09-14 - 4:34:03 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-09-14 - 4:34:03 PM GMT

Adobe Acrobat Sign

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/30/2026

Date Rec'd	9/9/2026		
Clerk's File #	ORD C36942		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Emergency Ordinance		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	EXTENDING THE PERMIT FEE DEFERRAL PROGRAM TO THE REBUILDING OF		

Agenda Wording

An ordinance extending the permit fee deferral program to the rebuilding of properties damaged or destroyed by the Spokane Complex Fires; adopting a new Section 08.21.090 to Chapter 08.21 of the Spokane Municipal Code; and declaring an emergency.

Summary (Background)

This ordinance allows the permit fee deferral provisions authorized by this Spokane Municipal Code Chapter 08.21 to be extended to provide regulatory relief for the rebuilding of properties damaged or destroyed as a result of the Spokane Complex Fires.

What impacts would the proposal have on historically excluded communities?

This ordinance provides regulatory relief for the rebuilding of properties damaged or destroyed as a result of the Spokane Complex Fires by allowing building permit fees to be deferred until a certificate of occupancy is issued.

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?

The Development Services Center records permit data. Demographic data is not collected through building permits.

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

The Development Services Center records permit data. The utilization of this program will be tracked by the Development Services Center.

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

This ordinance aligns with the existing Spokane Municipal Code Chapter 08.21.

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	
tpalmquist@spokanecity.org	sgardner@spokanecity.org

ORDINANCE NO. C36942

An ordinance extending the permit fee deferral program to the rebuilding of properties damaged or destroyed by the Spokane Complex Fires; adopting a new Section 08.21.090 to Chapter 08.21 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, on August 1, 2026, the Old Trails Fire, Autumn Lane Fire, and Fairview Fire began in Spokane County; and

WHEREAS, Mayor Brown proclaimed an emergency for the Old Trails Fire (Executive Order 2026-0004), and expanded that order on August 4, 2026, to include the Autumn Lane Fire and Fairview Fire, collectively naming the fires as the Spokane Complex fires (Executive Order 2026-0005, which was ratified by the City Council on August 19, 2026; and

WHEREAS, the City of Spokane intends to provide relief to property owners impacted by the Spokane Complex Fires through expedited review of permits, permit deferrals, as well as appropriate waivers, modifications, interpretations, and administrative flexibility from zoning and development requirements to facilitate reconstruction; and

WHEREAS, some affected property owners are already prepared to begin the rebuilding process and require immediate certainty about the code requirements that will apply to rebuilding; and

WHEREAS, the Spokane City Council finds that this ordinance is necessary for the protection of the public peace, health, and safety and for the immediate support of City government and its existing public institutions consistent with Section 19 of the City Charter.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new Section 08 21.090 to Chapter 08.21 of the Spokane Municipal Code to read as follows:

Section 08.21.090 Spokane Complex Fires Recovery

The permit fee deferral provisions authorized by this chapter shall be extended to provide regulatory relief for the rebuilding of properties damaged or destroyed as a result of the Spokane Complex Fires.

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.

Section 4. Emergency Clause. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 01.01.080 SMC and Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

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: Urban Experience **Date:** 09/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/30/2026

Date Rec'd	9/9/2026		
Clerk's File #	ORD C36940		
Cross Ref #			
Project #			
Submitting Dept	HOUSING & HOMELESS SERVICES	**Bid #**	
Contact Name/Phone	ARIELLE 509-564-5278	**Requisition #**	
Contact E-Mail	ARIELLEANDERSON@SPOKANECITY.		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – OPIOID FUNDING		

Agenda Wording

Amending Ordinance No. C36794, Entitled in part, "An Ordinance Adopting a Mid-Biennial Modification Budget for the City of Spokane", and amending it to appropriate opioid settlement funding for a contract extension of the Navigation Center, and declaring an emergency.

Summary (Background)

Navigation Center extension amendment to 6/30/2027, which also extends site hours. This is a 3-month extension. Opioid Settlement funds are serving many individuals with current or risk for future opioid disorders at this location, particularly related to the expanded hours of care. Is this funding source sustainable for future years, months, etc? ?This funding is from a Opioid settlement fund and is to be utilized in association with the settlements requirements, which aligns with this request

What impacts would the proposal have on historically excluded communities?

The purpose of this special budget ordinance is to execute a amendment and extension to the Navigation Center Contract which is due to end /3/31/2027. This amendment will also extend the Centers Operating hours. The Navigation Center already serves our community's most vulnerable residents.

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

Data is collected through the City's HHS HMIS System.

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

Programs in HHS are reviewed regularly, and utilize the City's HHS HMIS System.

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

This special budget ordinance aligns with the City's current utilization and need of the Navigation Center and looks to extend the contract through June 2027, to align with the new funding round set for July 2027. It will also extend the hours of operation, thus better serving the community and vulnerable populations.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$** $139,916
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** $139,916	**#** 1555-19100-65410-54201-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Program Revenue

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

This funding is from a Opioid settlement fund and is to be utilized in association with the settlement requirements, which aligns with this request.?

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	ANDERSON, ARIELLE M.	**MANAGEMENT &**	MILLER, JACOB
Division Director	KINDER, DAWN		
Accounting Manager	DUFFEY, ANDREW		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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chhsaccounting@spokanecity.org	ppourzanjani@spokanecity.org
kcederquist@spokanecity.org	dnorman@spokanecity.org

ORDINANCE NO C36940

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO APPROPRIATE OPIOID SETTLEMENT FUNDING FOR A CONTRACT EXTENSION OF THE NAVIGATION CENTER, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Opioid Response Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the Opioid Response Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $139,916.
A) Of the increased appropriation, $139,916 is provided solely for contractual services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to appropriate opioid settlement funds to extend the Navigation Center's operating contract and its expanded service hours through June 30, 2027, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/30/2026

Date Rec'd	8/30/2026		
Clerk's File #	RES 2026-0066		
Cross Ref #			
Project #			
Submitting Dept	SPOKANE AIRPORT BOARD	**Bid #**	
Contact Name/Phone	ROB SCHULTZ (509) 455-6448	**Requisition #**	
Contact E-Mail	RSCHULTZ@SPOKANEAIRPORTS.NET		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	JOINT RESOLUTION AUTHORIZING PURCHASE OF PROPERTY BY SPOKANE		

Agenda Wording

JOINT RESOLUTION AUTHORIZING THE SPOKANE AIRPORT TO PURCHASE PROPERTY IDENTIFIED AS SPOKANE COUNTY ASSESSOR PARCEL 24063.0104 (light industrial property located generally at unassigned address S. Hayford Road).

Summary (Background)

Pursuant to Chapter 14.08 RCW, Spokane County ("County"), by and through its Board of County Commissioners, and the City of Spokane ("City"), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park ("Agreement"). Pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property by the airport. On August 20, 2026, the Airport Board recommended to the County and City the purchase of Spokane County Assessor Tax Parcel 24063.0104, light industrial property located generally at unassigned address S. Hayford Road, in unincorporated Spokane County ("Property"), as described in that certain Real Property Purchase and Sale Agreement and Escrow Instructions, effective as of August 20, 2026 ("PSA"), a copy of which is provided with the joint resolution as Exhibit A.

What impacts would the proposal have on historically excluded communities?

Not applicable - purchase of property

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

Not applicable - purchase of property

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

Not applicable - purchase of property

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 action is consistent with the joint operations agreement between the City of Spokane and Spokane County. Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer, or disposal of real property.

Council Subcommittee Review

The Spokane Airport Board reviewed and approved the property purchase on August 20, 2026

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	
rschultz@spokaneairports.net	twoodard@spokaneairports.net

City Resolution No: RES 2026-0066
County Resolution No. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON
AND
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON

IN THE MATTER OF AUTHORIZING	)	
THE AIRPORT BOARD TO	)	JOINT RESOLUTION
PURCHASE PROPERTY IDENTIFIED AS	)	
SPOKANE COUNTY ASSESSOR	)	
PARCEL 24063.0104	)	

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County ("County"), by and through its Board of County Commissioners, and the City of Spokane ("City"), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park ("Agreement"); and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, on August 20, 2026, the Airport Board recommended to the County and City the purchase of Spokane County Assessor Tax Parcel 24063.0104, light industrial property located generally at unassigned address S. Hayford Road, in unincorporated Spokane County ("Property"), as described in that certain Real Property Purchase and Sale Agreement and Escrow Instructions, effective as of August 20, 2026 ("PSA"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to purchase the Property, on the terms and conditions set forth in Exhibit A;

2. That the Chief Executive Officer of the Airport, or delegee, be and is hereby authorized to prepare and execute any documents and do all things on behalf of Spokane County and City of Spokane necessary or related to purchase the Property and to carry out the terms and conditions of the PSA;

ADOPTED by the Spokane City Council this _____ day of _____, 2026.

_____
Giacobbe Byrd, City Clerk

Approved as to form:

_____

City Attorney

[*signature page follows*]

PASSED AND ADOPTED this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

_____
MARY L. BROOKS, CHAIR

ATTEST:

_____
JOSH KERNS, VICE-CHAIR

_____
Ginna Vasquez
Clerk of the Board

_____
AL FRENCH, COMMISSIONER

_____
AMBER WALDREF, COMMISSIONER

_____
CHRIS JORDAN, COMMISSIONER

EXHIBIT A

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,
DATED AS OF AUGUST 20, 2026,
BY AND BETWEEN SPOKANE AIRPORT AND NEDLOG INVESTMENTS, L.L.C.

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REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made by and between NEDLOG INVESTMENTS, L.L.C., a Washington limited liability company ("Seller"), SPOKANE AIRPORT, by and through its Airport Board ("Airport Board"), created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, and/or its assigns ("Buyer"), and SPOKANE COUNTY TITLE COMPANY ("Escrow Agent" or "Title Company").

Seller is the owner of the following (collectively, the "Property"):

A. Fee simple title to real property and any and all buildings and other improvements thereon, identified as Spokane County assessor tax parcel number 24063.0104 located generally in Spokane County, Washington, as more particularly described on the attached Exhibit A ("Real Property");

B. Any and all rights and easements appurtenant to the Real Property;

C. All licenses, permits, land use designations, approvals, various waivers or consents applicable to the Real Property (collectively, the "Permits"), to the extent transferable, issued or subject to the laws of the United States, the State of Washington, Spokane County, or other authority, department, commission, board, bureau, agency, unit, or instrumentality (collectively, the "Governmental Authorities" and each, a "Governmental Authority"); and

D. All site plans, surveys, soil and substrata studies, environmental reports, engineering plans and studies, landscape plans and other plans, diagrams, or studies of any kind with respect to the Real Property.

Buyer desires to purchase and Seller desires to sell the Property, upon the terms and conditions hereinafter outlined.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. Agreement. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, upon the terms and conditions set forth in this Agreement.

2. Earnest Money. Within three (3) Business Days following the date that is the day the last of Seller and Buyer execute this Agreement (the "Effective Date"), Buyer shall deliver to Escrow Agent the sum of Five Thousand Four Hundred Dollars ($5,400.00) in Current Funds (as defined in Section 3, below) as earnest money ("Earnest Money") to be applied for the account of Buyer as a credit against the Purchase Price (as defined in Section 3, below). Escrow Agent hereby agrees to hold and disburse all Earnest Money as provided for in this Agreement. The Earnest Money will, at the option of Buyer, be invested in an interest-bearing account in order to accrue interest for the account of Buyer. When Escrow Agent disburses the Earnest Money as provided in this Agreement, any and all interest that has accrued thereon shall be disbursed to the party entitled to the Earnest Money. After Buyer delivers its Approval Notice (as defined in Section 4.7, below), the Earnest Money will be nonrefundable to Buyer except as otherwise provided in this Agreement. As used in this Agreement, the term "Business Day" means any day other than: (i) a Saturday, (ii) a Sunday, or (iii) days on which branches of national banks located in Spokane, Washington are closed.

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3. Purchase Price. The purchase price ("Purchase Price") for the Property will be Five Hundred Forty Thousand Dollars ($540,000.00). At Closing (as defined in Section 6.1, below), the Earnest Money will be credited to the Purchase Price and the remainder of the Purchase Price and any fees and closing costs which Buyer is obligated to pay pursuant to this Agreement will be paid in Current Funds. As used in this Agreement, the term "Current Funds" means wire transfers, certified funds, or a cashier's check in a form acceptable to Escrow Agent that would permit Escrow Agent to immediately disburse such funds.

4. Due Diligence Inspections and Title Review.

4.1 Investigation Period. As used in this Agreement, the term "Investigation Period" means that period of time commencing on the Effective Date and expiring at 5:00 p.m., local time in Spokane, Washington, sixty (60) days thereafter, or upon earlier termination of this Agreement.

4.2 Review of Diligence Materials. To the extent not previously provided to Buyer, Seller shall within two (2) Business Days following the Effective Date provide Buyer with (or make available for Buyer's inspection) copies of, or electronic access to, all items that relate to the Property (to the extent the same are in Seller's possession or control), including, without limitation, the following: environmental assessment reports; Seller's disclosure statement in accordance with RCW 64.06.020; surveys; zoning documents; planning and/or engineering plans, studies or reports; soils investigation reports; seismic studies; any Permits; valuation notices and invoices for real property taxes, special assessments and any other fees, dues and taxes applicable to the Property for the past three (3) years; copies of any pending or threatened Claims (as defined in Section 4.3, below) or actions relating to the Property; governmental notices regarding uncured violations of laws or regulations; and any contracts and any other binding legal agreements, leases (including the files, amendments, riders, licenses and guarantees, if any) and similar agreements (collectively, the "Current Diligence Materials"). Prior to the expiration of the Investigation Period, Buyer may, in Buyer's sole and absolute discretion and at Buyer's sole cost and expense, obtain the following: (i) a Phase I environmental report ("Phase I") relating to the Property (with the Phase II environmental report described below, if any, each an "Environmental Report"); (ii) a survey of the Property ("Survey"); and (iii) any home inspections, additional studies, reports or surveys that Buyer may elect, in Buyer's sole and absolute discretion (collectively, the "Additional Studies"). If the Phase I indicates the need for a Phase II environmental report ("Phase II"), Buyer may obtain the Phase II. The Current Diligence Materials, the Environmental Reports, the Survey, and the Additional Studies are collectively referred to as the "Diligence Materials" in this Agreement. Seller shall cooperate in good faith with Buyer in connection with Buyer's inspection, review and procurement of the Diligence Materials.

4.3 Entry on Property. Up to and through the Closing Date, if this Agreement has not been terminated, Buyer, and Buyer's agents, employees and subcontractors, will have the right (upon twenty-four (24) hours prior verbal notice to Seller) to enter the Property to conduct such surveys, inspections, investigations and/or studies with respect to the Property as Buyer may elect, including, without limitation, intrusive, destructive or invasive testing, including soil borings, and the sampling of materials as part of any Environmental Reports. Buyer shall indemnify, defend and hold Seller and the Property free and harmless from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damage, losses, costs and expenses (including, without limitation, reasonable legal expenses and attorneys' fees with respect to the same or to enforce this indemnity) (collectively, "Claims") incurred by reason of or in connection with such entry or such surveys, inspections, investigations or studies; provided, however, that Buyer's indemnification obligation will not extend to any Claims or liabilities arising out of the discovery of any preexisting conditions of the Property or diminution of value to the Property attributable to any such discovery; and further provided that under no circumstances shall Seller be able to recover exemplary, punitive, indirect, consequential or special damages. Buyer agrees to

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repair any and all damage caused to the Property due to Buyer's entry thereon and to otherwise restore the Property to substantially the condition existing prior to such entry. Seller shall cooperate in good faith with Buyer in connection with Buyer's physical inspection of the Property. The obligations of Buyer under this Section 4.3 will survive Closing or earlier termination of this Agreement.

4.4 No Liens or Interference. Buyer shall not permit, and shall indemnify, defend and hold harmless Seller for, from and against any and all Claims incurred by reason of or in connection with, any construction, mechanics or materialmen's liens or any other liens that attach to the Property or any portion thereof by reason of the performance of any work or the purchase of any materials by Buyer or any other party in connection with Buyer's inspection of the Property. The provisions of this Section 4.4 will survive Closing or earlier termination of this Agreement.

4.5 Review of Title.

(a) Title Commitment. Within two (2) Business Days of the Effective Date, Seller shall cause the Title Company to deliver a commitment for the Title Policy (as defined in Section 4.6, below) to Buyer. The commitment shall be accompanied by copies of all documents referred to in Schedule B of the commitment (the commitment and the documents are collectively referred to in this Agreement as the "Title Commitment").

(b) Objections. Buyer shall review the Title Commitment and may, on or prior to the expiration of the Investigation Period, provide Seller and Title Company with written notice of the title exceptions that are acceptable or objectionable to Buyer, in Buyer's sole and absolute discretion (each such objectionable matter or exception considered a "Disapproved Matter"). If Buyer timely notifies Seller and Title Company of any Disapproved Matters on or prior to expiration of the Investigation Period, Seller shall, within five (5) Business Days following Seller's receipt of Buyer's written notice of Disapproved Matters (the "Seller Title Response Period"), notify Buyer and Escrow Agent that: (i) Seller will remove or correct such Disapproved Matters as of or before the Closing, or (ii) Seller will not remove any or certain Disapproved Matters. If Seller does not respond within the Seller Title Response Period, Seller shall be deemed to have elected option (ii) above. If Seller elects, within its sole discretion, or is deemed to have elected not to eliminate those objections with reference to such Disapproved Matters, in form and substance acceptable to Buyer, in Buyer's sole and absolute discretion, Buyer may either (y) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, or (z) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such Disapproved Matters, in which case such Disapproved Matters shall be Permitted Exceptions (as defined in Section 4.5(d), below). If Buyer fails to deliver written notice in accordance with (y) or (z) above, Buyer shall be deemed to have elected option (y) above, in which case this Agreement shall terminate on the day that is five (5) Business Days after at the expiration of the Seller Title Response Period.

(c) Supplements; Amendments. If the Title Company issues a supplement or amendment to the Title Commitment showing additional title exceptions (each, an "Amended Report"), Buyer will have ten (10) days from the date of receipt of each Amended Report and a copy of each document referred to in the Amended Report in which to give notice of its acceptance of or objection to additional title exceptions. If Buyer provides Seller and Escrow Agent with notice of the basis of objection of the status of Seller's title as shown on the Amended Report, Seller will have the option to cure such Disapproved Matters within five (5) days thereafter or prior to Closing, whichever is sooner. If Seller elects, within its sole discretion, not to timely eliminate the additional

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Disapproved Matters on or before Closing, in form and substance acceptable to Buyer, in its sole and absolute discretion, Buyer may either (i) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, or (ii) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such additional Disapproved Matters. If Buyer fails to deliver written notice in accordance with (i) or (ii) above, Buyer shall be deemed to have elected option (i) above, in which case this Agreement shall terminate on the day that is the earlier to occur of (y) five (5) days after the date of receipt of the latest Amended Report, or (z) the scheduled Closing Date.

(d) Failure to Provide Written Acceptance. Any title matter that Buyer accepts in writing will be a "Permitted Exception." Notwithstanding the foregoing, Buyer will not be required to disapprove or object to, and Seller covenants to remove as an encumbrance against title to the Property on or prior to Closing, any deeds of trust, monetary liens or monetary encumbrances (except for real property taxes and assessments not delinquent), and any exceptions for claims of liens for labor or materials furnished or supplied to the Property or any portion of the Property. If Buyer does not provide written acceptance of an exception to title as disclosed by the Title Commitment or an Amended Report within the applicable time period, Buyer will be deemed to have objected to such matter. If this Agreement is terminated due to Seller's failure or inability to cure any Disapproved Matters under this Section 4.5, Escrow Agent shall immediately remit the Earnest Money to Buyer, together with any other funds, documents or instruments that Buyer has deposited with Escrow Agent, and neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

4.6 Title Policy. At the Closing, Seller shall convey to Buyer marketable and insurable fee simple title to the Real Property, subject only to the Permitted Exceptions, by the duly executed and acknowledged bargain and sale deed ("Deed") in the form attached as Exhibit B. Evidence of delivery of marketable and insurable fee simple title will be the issuance by Title Company to Buyer of an ALTA standard owner's policy of title insurance in the amount of the Purchase Price, insuring fee simple title to the Real Property in Buyer, subject only to Permitted Exceptions ("Title Policy"). Costs for such Title Policy will be allocated pursuant to Section 6.2(b).

4.7 Right to Terminate Prior to Expiration of Investigation Period. Notwithstanding anything contained in this Agreement to the contrary, Seller acknowledges and understands that Buyer may, prior to the expiration of the Investigation Period, notify Seller in writing that Buyer elects to terminate this Agreement as a result of any matter or no matter as determined by Buyer, in Buyer's sole and absolute discretion. Seller acknowledges that Buyer has the right to so terminate this Agreement, regardless of whether Seller would be willing or able to cure any matter to which Buyer has objected. If Buyer elects, in its sole and absolute discretion, to proceed with this transaction, Buyer shall send a written approval notice to Seller and Escrow Agent on or before expiration of the Investigation Period ("Approval Notice"). If Buyer fails to send an Approval Notice to Seller and Escrow Agent by the expiration of the Investigation Period, Buyer will be deemed to have elected to terminate this Agreement. Buyer may also terminate this Agreement by sending written notice of termination to Seller on or before expiration of the Investigation Period. If this Agreement is terminated as provided in this Section, Escrow Agent shall immediately remit the Earnest Money to Buyer and neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. After the Approval Notice is sent by Buyer, the Earnest Money will not be refundable to Buyer unless (i) Seller defaults under the terms and conditions of this Agreement, (ii) a condition to Closing for the benefit of Buyer is not satisfied or waived in writing by Buyer, or (iii) any other event occurs which entitles Buyer to the Earnest Money pursuant to the terms of this Agreement.

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5. Conditions Precedent. Notwithstanding any provision of this Agreement to the contrary, Buyer's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

5.1 All of the documents required to be delivered by Seller to Buyer or Escrow Agent at Closing pursuant to the terms and conditions hereof shall have been delivered;

5.2 Each of the representations of Seller set forth in Section 7 shall be true in all respects as of the Closing Date;

5.3 At Closing, and subject only to Buyer's payment of the applicable additional premium, if any, the Title Company shall be irrevocably committed to issue the Title Policy in the form described herein;

5.4 Buyer shall have obtained written approval of this transaction from Buyer's Airport Board, and the City of Spokane and County of Spokane, acting through the City Council of the City of Spokane, and the Spokane County Board of Commissioners, respectively. Upon obtaining approval from all appropriate Governmental Authorities, Buyer shall promptly notify Seller of the same, and upon such receipt of notice of approval from Buyer to Seller, this condition shall be deemed satisfied;

5.5 Buyer has timely delivered the Approval Notice;

5.6 Neither the Property, Seller, nor Buyer shall be subject to any court or other similar action preventing, restraining, enjoining, or otherwise prohibiting the consummation of the transaction contemplated by this Agreement;

5.7 The due performance by Seller of each and every undertaking and agreement to be performed by Seller hereunder;

5.8 No Condemnation Event (as defined in Section 10, below) shall have occurred with respect to the Property following Buyer's delivery of the Approval Notice;

5.9 There has been no spill of hazardous substances on the Property that occurred after the expiration of the Investigation Period; and

5.10 Seller must have properly terminated all contracts and leases affecting the Property, if any, and the Property must be free and clear of all tenants and parties in possession.

If any condition specified in this Section 5 is not satisfied on or before Closing, Buyer may, at its option, (i) waive such condition on or before the Closing Date and proceed to Closing, (ii) terminate this Agreement by written notice thereof to Seller and receive a refund of the Earnest Money, or (iii) if the failure of the condition is due to a breach by Seller hereunder, pursue any of its remedies under Section 12 of this Agreement. By Closing the transaction contemplated hereby, Buyer shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in this Agreement, except for any obligation of Seller which specifically survives the Closing under the terms of this Agreement.

6. Closing.

6.1 Closing Date. The purchase and sale transaction contemplated in this Agreement will close (the "Closing") on the day ("Closing Date") that is thirty (30) days following the date on which Buyer delivers the Approval Notice or upon such earlier date as the parties mutually agree.

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6.2 Closing Costs and Prorations.

(a) Closing Fees. At Closing, Seller and Buyer shall each pay one-half (1/2) of the escrow fees. Any recording fees, Spokane County transfer tax, real estate excise tax, deed stamps, or similar property transfer taxes and fees will be the sole responsibility of Seller. Each party must pay its own attorneys' fees incurred with respect to this transaction.

(b) Title Policy. For the Title Policy, Seller shall pay the cost of an ALTA standard owner's title policy, and Buyer shall pay the additional cost necessary for any ALTA extended policy Buyer elects to acquire. Buyer shall also pay the cost of any and all endorsements to the Title Policy unless provided by Seller to clear a Disapproved Matter, in which case Seller shall be responsible for the cost of such endorsements.

(c) Taxes and Fees. Real estate taxes for the year of Closing shall be the sole responsibility of Seller. Seller acknowledges that Buyer does not pay real estate taxes and, as such, Seller is free to seek a refund for that portion of time in which real estate taxes were paid but not otherwise due and owing. Annual municipal or special district assessments (on the basis of the actual fiscal tax years for which such taxes are assessed), lienable water and sewer rentals, license, or permit and inspection fees, if any, will be apportioned as of the Closing Date between Buyer and Seller. If, on the day prior to the Closing Date, bills for the real estate taxes imposed upon the Property for the real estate tax year in which Closing occurs have been issued but have not been paid, such taxes shall be paid by Seller at the time of Closing.

(d) Preliminary Closing Statement. Seller and Buyer shall cooperate with Escrow Agent to prepare a preliminary closing statement ("Closing Statement"). All apportionments and prorations provided for in this Section 6.2 to be made as of the Closing Date will be made, on a per diem basis, as of 11:59 p.m. on the Closing Date. The preliminary Closing Statement and the apportionments or prorations reflected therein will be based upon actual figures to the extent available. If any of the apportionments or prorations cannot be calculated accurately based on actual figures on the Closing Date, then (other than with respect to determination of real estate taxes that will be computed as set forth in subsection 6.2(c)) they will be calculated based on Seller's and Buyer's good faith estimates thereof, subject to reconciliation as provided in the following Section.

(e) Post-Closing Reconciliation. If there is an error on the preliminary Closing Statement or, if after the actual figures are available as to any items that were estimated on the preliminary Closing Statement (including, without limitation, real estate taxes), it is determined that any actual proration or apportionment varies from the amount thereof reflected on the final Closing Statement, the proration or apportionment will be adjusted based on the actual figures as soon as feasible. Either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party.

(f) Other Costs and Survival. All other costs not addressed within this Section 6.2 shall be paid in accordance with the custom in Spokane County. The provisions of this Section 6.2 shall survive Closing.

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6.3 Deliveries at Closing.

(a) Deliveries by Seller. At Closing, Seller shall execute and deliver all documents reasonably necessary to effect and complete the Closing, including, but not limited to, the following:

(1) The Deed, conveying to Buyer good and marketable fee simple title to the Property, free and clear of all liens, restrictions, and encumbrances, other than Permitted Exceptions.

(2) A counterpart original duly executed and completed real estate excise tax affidavit ("REETA").

(3) All original Permits, to the extent assignable.

(4) A non-foreign affidavit for purposes of compliance with Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations adopted thereunder.

(5) A counterpart original of the Closing Statement.

(6) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(b) Deliveries by Buyer. On the Closing Date, Buyer shall execute and deliver all documents reasonably necessary to effect and complete the Closing, including, but not limited to, the following:

(1) The amounts required under Sections 3 and 6.2 in Current Funds.

(2) A counterpart original duly executed and completed REETA.

(3) A counterpart original of the Closing Statement.

(4) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(c) Actions of Escrow Agent. When the foregoing provisions of this Section have been consummated, at the Closing the Escrow Agent shall:

(1) Prepare the Closing Statement and obtain signed copies from Seller and Buyer.

(2) Record the Deed.

(3) Deliver the balance of the Purchase Price in Current Funds to Seller, net of Seller's costs, fees, and prorations.

(4) Issue and deliver the Title Policy to Buyer.

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(5) Deliver the above referenced documents to the applicable party.

7. Representations and Warranties of Seller. In addition to the representations and warranties contained in other sections of this Agreement, Seller makes the representations and warranties to Buyer set forth in this Section 7. Each representation and warranty: (i) is material and relied upon by Buyer; (ii) is true in all respects as of the Effective Date; (iii) will be true in all respects on the Closing Date; and (iv) will survive Closing for a period of six (6) months. For purposes of this Section 7, the phrase "Seller's knowledge" and similar phrases shall mean and refer to the actual knowledge of Martin Golden, Jr., Janis Northquist and Angela Mercer, collectively (the "Knowledge Representatives"), but with no duty of inquiry or investigation.

7.1 Binding Agreements/Authority/Conflicts. This Agreement and all exhibits and documents to be delivered by Seller pursuant to this Agreement have been duly executed and delivered by Seller and constitute the valid and binding obligations of Seller, enforceable in accordance with their terms. Seller has all necessary authority, and has taken all action necessary to enter into this Agreement to consummate the transactions contemplated hereby, and to perform its obligations hereunder. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach or default under (i) any material instrument, contract, or other agreement to which Seller is a party which affects the Property; or (ii) any statute or any regulation, order, judgment, or decree of any court or Governmental Authority.

7.2 Non-foreign Status. Pursuant to Section 1445 of the Code, Seller is not a foreign person or nonresident alien as defined within that Code section. Seller understands that the Buyer may disclose this warranty to the Internal Revenue Service.

7.3 Proceedings and Litigation. There are no existing suits, claims, proceedings or actions with respect to any aspect of the Property or the Seller, nor, to Seller's knowledge, have any such actions, suits, proceedings or claims been threatened or asserted.

7.4 Organizational Status. Seller is a limited liability company, duly organized and validly existing under the laws of the state of Washington, and is the sole fee owner of the Property and has good and marketable title thereto.

7.5 No Contracts and Commitments. Except for this Agreement, with respect to the Property, Seller is not a party to any other contract or agreement providing for the sale or other conveyance of any of the Property, or any portion thereof.

7.6 Seller's Performance. To the best of Seller's knowledge, Seller is not in default under any contract, lease or other agreement affecting the Property to which Seller is a party, and no event, condition or occurrence exists which, after notice or lapse of time, or both, would constitute such a default by Seller of any of the foregoing.

7.7 Governmental Compliance. Seller has not received written notice of any violation of any statute, law, ordinance or regulation of any Governmental Authority that would require remedial action by Seller or would require repairs or alterations to the Property or any portion of the Property. To Seller's knowledge, the Property is not in violation of any statute, law, ordinance or regulation of any Governmental Authority.

7.8 Environmental/Hazardous Substances. To the best of Seller's knowledge, without the duty of investigation or inquiry, no hazardous substances have been discharged or stored on the Property. Seller has not received written notice of violation, administrative complaint, judicial complaint, or other notice (i) alleging that conditions on the Property are or have been in violation

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of any Environmental Law, (ii) informing Seller that the Property is subject to investigation or inquiry regarding the presence of hazardous substances on or about the Property, or (iii) alleging the potential violation of any Environmental Law, except as otherwise disclosed to the Buyer.

As used in this Agreement, the term "Environmental Law" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601, *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 1101, *et seq.*; the Clean Air Act, 41 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.*; The Safe Drinking Water Act, 41 U.S.C. § 300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. § 3251, *et seq.*; and any other federal, state or local law, statute, ordinance, or regulation now in effect or hereinafter enacted which pertains to health, industrial hygiene, or the regulation or protection of the environment, including without limitation, ambient air, soil, groundwater, surface water, or land use.

7.9 Bankruptcy or Insolvency. Seller is not insolvent, and Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing its inability to pay its debts as they become due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

7.10 Anti-Terrorism Laws. Seller is not a "Prohibited Person" or "Specifically Designated National and Blocked Person" under the Anti-Terrorism Laws (hereinafter defined). As used herein, the term "Anti-Terrorism Laws" means any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates, orders and ordinances of any Governmental Authority relating to terrorism or money laundering including, without limiting the generality of the foregoing, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Pub. L. No. 107-56); the Trading with the Enemy Act (50 U.S.C.A. App. 1 *et seq.*); the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06); Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism") and the United States Treasury Department's Office of Foreign Assets Control list of "Specifically Designated National and Blocked Persons" (as published from time to time in various mediums).

7.11 Brokers. Except as set forth in Section 13, no real estate broker or any other commission agents are owed fees or commissions with respect to the transaction contemplated in this Agreement.

7.12 Knowledge Representatives. The Knowledge Representatives are the most knowledgeable persons with respect to all matters concerning the Property.

8. Covenants of Seller.

8.1 Normal Operations. From and after the Effective Date, Seller shall not: (i) execute, modify, terminate or approve any contracts, agreements, arrangements, entitlements or commitments of any kind affecting the Property or any interest therein without Buyer's written approval, which may be granted or withheld in Buyer's sole and absolute discretion; (ii) execute

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any leases affecting the Property; or (iii) encumber the Property with any liens, encumbrances or other instruments which appear on title or which secure a monetary obligation. Until possession is delivered to Buyer, Seller agrees, at its sole cost and expense, to maintain and keep the Property in not less than the same order and condition as on the Effective Date, and to operate the Property in the same manner as prior to the Effective Date as if Seller were retaining the Property.

8.2 Insurance. Until the Closing Date, Seller shall maintain substantially the same liability, casualty, and all other insurance on the Property, if any, as is in effect as of the Effective Date.

8.3 Indemnification. Except as specifically stated herein, Seller hereby agrees to indemnify, protect, defend, save and hold Buyer and Buyer's officials, agents, employees and representatives, and the City and County of Spokane, their elected and appointed officials, agents, employees and representatives ("Buyer Indemnified Parties") harmless from and against any and all Claims (i) arising from leases, contracts or other agreements entered into during Seller's ownership of the Property and resulting from an occurrence prior to the Closing; (ii) arising from the ownership, operation, maintenance and management of the Property during Seller's ownership and resulting from an occurrence prior to the Closing; and (iii) resulting from a breach by Seller of representations and warranties expressly made by Seller in this Agreement. The provisions of this Section 8.3 will survive Closing or the earlier termination of this Agreement.

8.4 Continuing Representations and Warranties. Until the Closing Date, promptly upon the occurrence of, or upon Seller becoming aware of an impending or threatened occurrence of, any event which would cause or constitute a material breach of this Agreement, or which would have caused or constituted a breach had such event occurred prior to the date hereof, of any of the representations or warranties of Seller contained in or referred to in this Agreement or in any exhibit to this Agreement, Seller shall give detailed written notice thereof to Buyer and shall use its reasonable efforts to prevent or promptly remedy the same.

9. Buyer's Representations and Warranties. In addition to the representations and warranties contained in other sections of this Agreement, Buyer makes the representations and warranties to Seller set forth in this Section 9. Each representation and warranty: (i) is material and relied upon by Seller; (ii) is true in all respects as of the Effective Date; (iii) unless noticed by Buyer to Seller, will be true in all respects on the Closing Date; and (iv) will survive Closing for a period of six (6) months.

9.1 Authority/Binding Agreements. Subject to Section 5.4, Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

9.2 AS IS. Except for the representations and warranties set forth in this Agreement, the Deed and in any document executed in connection with the transactions contemplated in this Agreement, Buyer is purchasing the Property AS IS, WHERE IS, AND WITH ALL FAULTS and, except as specifically stated herein, without any representations or warranties of any kind whatsoever, express or implied, by Seller.

9.3 Anti-Terrorism Laws. Neither Buyer nor any of its shareholders, officers or directors, is a "Prohibited Person" or "Specifically Designated National and Blocked Person" under the Anti-Terrorism Laws.

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10. Condemnation. Risk of loss resulting from any condemnation or eminent domain proceeding that is commenced or has been threatened before Closing, and risk of loss to the Property due to fire, flood, or any other cause before Closing, will remain with Seller. Seller shall promptly notify Buyer in writing of any condemnation proceeding commenced or threatened with respect to the Property prior to Closing (any such event being referred to as a "Condemnation Event"). If any such Condemnation Event relates to or may result in the loss of any portion of the Property, then Buyer may elect, by notice to Seller within five (5) days after receipt of Seller's notice of such Condemnation Event, to terminate this Agreement, in which event the Earnest Money shall be immediately returned to Buyer and thereafter neither party shall have any further rights or obligations hereunder. If Buyer does not terminate this Agreement, then Buyer shall close escrow and shall accept such Property in its then condition and, upon the Closing, Seller shall assign to Buyer any compensation, awards, or other payments or relief Seller has received or is entitled to receive resulting from such condemnation proceeding.

11. Default by Buyer; Liquidated Damages. SHOULD THE PURCHASE AND SALE TRANSACTION CONTEMPLATED IN THIS AGREEMENT FAIL TO BE CONSUMMATED ACCORDING TO THE TERMS OF THIS AGREEMENT SOLELY BY REASON OF ANY DEFAULT OF BUYER, SELLER WILL BE RELIEVED OF ANY OBLIGATION TO SELL THE PROPERTY TO BUYER, SELLER WILL NOT HAVE ANY RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT, AND, AS SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY FOR SUCH DEFAULT, THE EARNEST MONEY WILL BE IMMEDIATELY DISBURSED AND RETAINED BY SELLER AS LIQUIDATED DAMAGES AND AS CONSIDERATION FOR SELLER KEEPING THE PROPERTY OFF OF THE MARKET FOR SALE TO OTHERS. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT SELLER MIGHT SUFFER IN THE EVENT OF BUYER'S DEFAULT HEREUNDER. BUYER AND SELLER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES.

Initial DS Seller's Initials: Initial JEN Buyer's Initials: DSH

12. Default by Seller; Remedies. If Seller is unable to convey title, subject to and in accordance with this Agreement, Buyer may, at its election (i) obtain a prompt refund of the Earnest Money plus its actual, documented, out-of-pocket third-party costs and expenses for Diligence Materials; and/or (ii) bring an action for specific performance.

13. Brokerage. Seller is represented by Tim Kestell of Kiemle Hagood ("Seller's Broker") in connection with the transaction contemplated by this Agreement. Seller shall be solely responsible for any commissions owing to Seller's Broker at Closing. Buyer has not utilized the services of a broker. Except for Seller's Broker identified above, Seller and Buyer hereby agree to indemnify and hold each other harmless for, from and against any and all Claims incurred by reason of or in connection with any claim for fees, compensation, or other charges relating in any way to the transaction contemplated in this Agreement, or the consummation thereof, which may be made by any other person, firm, or entity as the result of any acts of Seller or Buyer or their respective representatives. The obligations of the parties under this Section 13 will survive Closing.

14. Miscellaneous.

14.1 Attorneys' Fees. Should any party hereto bring any action against any other party related in any way to this Agreement, the substantially prevailing party will be awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, hiring of experts or advice in connection with such action, and any such attorneys' fees or costs for executing upon or appealing any judgment.

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14.2 Escrow Agent. Escrow Agent hereby accepts its designation as Escrow Agent under this Agreement and agrees to hold and disburse the Earnest Money as provided in this Agreement. The provisions hereof will constitute joint instructions to the Escrow Agent to consummate the purchase in accordance with the terms and provisions hereof; provided, however, that the parties shall execute such additional escrow instructions, not inconsistent with the provisions hereof, as may be deemed reasonably necessary to carry out the intentions of the parties as expressed herein. The provisions of this Section will survive the Closing or termination of this Agreement.

14.3 Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person, and/or (ii) upon email transmission, addressed as follows:

If to Buyer:	Spokane Airport c/o Airport Board Attn: David Haring 9000 West Airport Drive, Suite 204 Spokane, Washington 99224 Email: dharing@spokaneairports.net
with a copy to:	Spokane Airport Attn: Brian Werst, Esq. 9000 West Airport Drive, Suite 204 Spokane, WA 99224 Email: bwerst@spokaneairports.net
and a copy to:	Lukins & Annis, P.S. Attn: Tyler J. Black Anaka I. Hansen 717 West Sprague Avenue, Suite 1600 Spokane, Washington 99201 Email: tblack@lukins.com ahansen@lukins.com
If to Seller:	Nedlog Investments, L.L.C. Attn: Janis K. Northquist 17924 40th Ave W., Lynnwood, WA, 98037 Email:djnorth6@hotmail.com

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with a copy to:

Kiemle Hagood
Attn: Tim Kestell
601 W. Main Ave. Suite 400
Spokane, WA 99201
Email: tim.kestell@kiemlehagood.com

Angela Mercer
2512 S. Parkway Ave.
Battle Ground, WA 98604
Email: angiejmercer@gmail.com

Martin Golden Jr
15024 Monty Court
Lake Elsinore, CA 92530
Email: nedlogms@msn.com

If to Escrow Agent:

Spokane County Title
Attn: Keith Newell
1010 North Normandie, Suite 100
Spokane, Washington 99201
Email: keith@spokanetitle.com

14.4 Governing Law/Venue. The laws of the State of Washington govern the enforcement, and interpretation of this Agreement. The venue for any action related to this Agreement shall be in Spokane County, Washington.

14.5 Integration; Modification; Waiver. This Agreement, exhibits, and closing documents executed and delivered pursuant to this Agreement constitute the complete and final expression of the agreement of the parties relating to the Property. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the parties.

14.6 Counterpart Execution. This Agreement may be executed in any number of separate counterparts, and by any electronically transmittable means (e.g., facsimile, scanned .pdf, and/or via any electronic signature software technology, such as DocuSign), each of which counterpart signature, when so executed and delivered, will be deemed an original, and all of such counterparts shall constitute one and the same instrument.

14.7 Headings; Construction. The headings used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Agreement refer to the entire Agreement and not to any particular provision or section.

14.8 Deadlines and Dates. Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., local time in Spokane, Washington. Should any deadline or date in this Agreement fall on a day other than a Business Day, such deadline or date will be extended until 5:00 p.m., local time in Spokane, Washington, on the next Business Day; *provided, however*, if the Closing would be scheduled to occur on a Saturday, Sunday or holiday or the first Business Day after a Saturday, Sunday or holiday, the Closing shall be delayed until the second Business Day

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after such Saturday, Sunday or holiday. The time periods in this Agreement shall be computed by excluding the first day of such period and including the last day of such period.

14.9 Severability. If for any reason any provision of this Agreement, or the applicability of any such provision to a specific situation, is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be modified or deemed modified to the minimum extent necessary to make such provision valid and enforceable with applicable law and, in its modified form, such provision will then be enforceable and enforced.

14.10 Time of the Essence. Time is of the essence of this Agreement and of the obligations of the parties to purchase and sell the Property, it being acknowledged and agreed by and between the parties that any delay in effecting a closing pursuant to this Agreement may result in loss or damage to the party in full compliance with its obligations hereunder.

14.11 Binding Effect. This Agreement is binding upon and inures to the benefit of Seller and Buyer, and their respective successors and permitted assigns.

14.12 Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated in this Agreement.

14.13 Assignment. Buyer, at or before Closing, may assign its rights and obligations under this Agreement to a newly formed special purpose entity controlled by Buyer, however, the original Buyer will remain liable to Seller under this Agreement. Seller may not assign its rights or obligations under this Agreement to any entity or person.

14.14 1031 Exchange. The parties agree to cooperate with each other for the purpose of effecting a tax-deferred exchange pursuant to Code Section 1031; provided that any such exchange shall not delay Closing. Seller and Buyer will not incur any additional liability or financial obligation as a consequence of such other party's contemplated exchange, and Buyer and Seller agree to defend and hold each other harmless for, from and against any Claims that may arise from the participation therein.

14.15 Sole Discretion. Where either party hereto is given the right to exercise its sole and absolute discretion, neither the other party nor any court, arbitrator, third party, or board will have the right to challenge said exercise, whether reasonable or unreasonable, on any grounds whatsoever.

14.16 Disclaimer – Preparation of Agreement. This Agreement has been negotiated by the parties. Buyer and Seller agree that no presumption will apply in favor or against any party in respect of the interpretation or enforcement of this Agreement. Each party is advised to have this Agreement reviewed by independent legal and tax counsel prior to its execution. By executing this Agreement, each party represents that: (i) it has read and understands this Agreement; (ii) it has had the opportunity to obtain independent legal and tax advice regarding this Agreement; and (iii) it has obtained such independent advice or has freely elected not to do so.

14.17 Execution and Delivery Deadline. The offer reflected in this Agreement shall remain open until 5:00 p.m. Pacific time on August 27, 2026. If both parties do not execute and deliver this Agreement by such time, the offer shall automatically expire without further action by either party.

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IN WITNESS WHEREOF, the parties have executed the foregoing Agreement effective as of the Effective Date.

BUYER:

SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington

By: _____
Name: David S. Haring
Its: Chief Executive Officer

Date: 8/20/26

SELLER:

NEDLOG INVESTMENTS, L.L.C.
a Washington limited liability company

Signed by:
Janis Northquest
By: 059858B4E0B243C...
Name: Janis Northquest
Its: Registered Agent-Finance Manager

Date: 8/17/2026

DocuSigned by:
Angela Mercer
D726AC8F0AD442E...
Angela Mercer

Manager

8/17/2026

Signed by:
2CFA16587EE146C...
Martin Golden

Manager

8/17/2026

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This Real Property Purchase and Sale Agreement and Escrow Instructions, together with the Earnest Money deposit, is hereby acknowledged and accepted and the escrow is opened as of _____, 2026. Escrow Agent hereby agrees to act as "the person responsible for closing" the purchase and sale transaction contemplated in this Agreement within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

SPOKANE COUNTY TITLE

By:_____
Name: Keith Newell
Title:_____

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EXHIBIT A
LEGAL DESCRIPTION

TRACT 33, GARDEN ACRES, ACCORDING TO PLAT RECORDED IN VOLUME "E" OF PLATS, PAGE 86, IN SPOKANE COUNTY, WASHINGTON.

Assessor's Parcel Number: 24063.0104

Address: Unassigned Address S. Hayford Road, Spokane County, Washington 99224

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EXHIBIT B
BARGAIN AND SALE DEED

Filed for Record at Request of and
copy returned to:

Spokane Airport
9000 West Airport Drive, Suite 204
Spokane, WA 99224
Attn: Amy Anderson

BARGAIN AND SALE DEED

The Grantor, NEDLOG INVESTMENTS, L.L.C., a Washington limited liability company, for and in consideration of Ten Dollars ($10.00) in hand paid, bargains, sells, and conveys to the CITY OF SPOKANE and SPOKANE COUNTY, as tenants in common, for Spokane Airport, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, the following real estate legally described as:

TRACT 33, GARDEN ACRES, ACCORDING TO PLAT RECORDED IN VOLUME "E" OF PLATS, PAGE 86, IN SPOKANE COUNTY, WASHINGTON.

Assessor's Parcel Number: 24063.0104

situated in the County of Spokane, State of Washington; subject only to the permitted exceptions described on Exhibit A attached hereto.

[signature and acknowledgement page follows]

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DATED this ___ day of _____, 202____.

GRANTOR:

NEDLOG INVESTMENTS, L.L.C.
a Washington limited liability company

By:___*Exhibit – Do Not Execute*_____
Name:_____
Its:_____

STATE OF _____)

COUNTY OF _____)

This record was acknowledged before me on _____, 2026 by _____ as _____ of NEDLOG INVESTMENTS, L.L.C., a Washington limited liability company.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [Seal]

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Exhibit A
To Bargain and Sale Deed
Permitted Exceptions

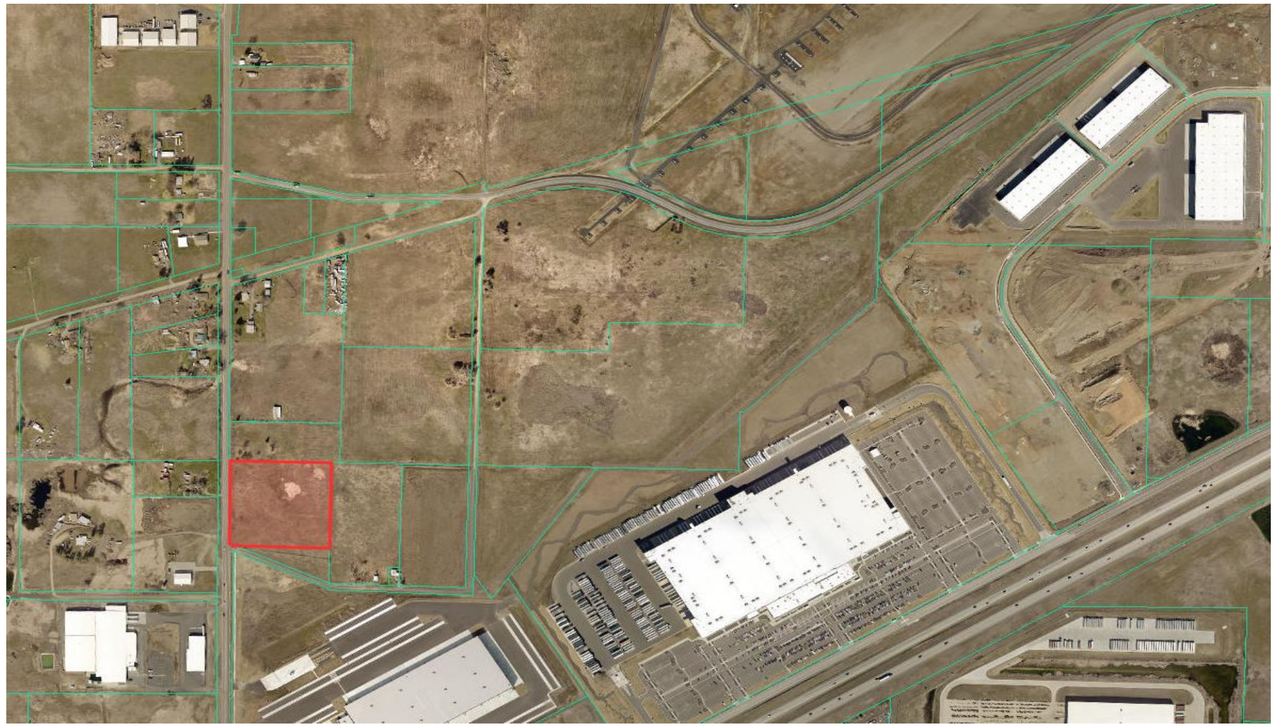
[To be inserted prior to closing]

Spokane
International Airport

Proposed Property Acquisition

August 2026

Nedlog Property



- The unimproved property is generally located at an unassigned address of 58XX S. Hayford Road, in unincorporated Spokane County
- Spokane County Tax Parcel: 24063.0104
- Parcel: 5.53 acres
- Fair Market Value determined by MAI Appraisal: $540,000 ($2.24 psf)
- Located within Airport Compatibility Zone (ACZ) 2 of the current primary runway
- Zoning: Light Industrial
  - Currently used as vacant land
- Clear Title
- Phase I Environmental Assessment: No Concerns
- The seller contacted the Airport regarding the purchase

MAI Appraisal & Technical Review

Fair Market Value as appraised by Valbridge Property Advisors and reviewed by Lembeck Appraisal & Consulting.

1.81 Acres/78,843.60 SF
FMV $350,000 *($4.44 PSF)*

5.53 acres/240,887 SF
FMV $540,000 ($2.24 psf)

Valbridge PROPERTY ADVISORS

NEDLOG LAND - SIA
SUMMARY OF SALIENT FACTS

Summary of Salient Facts

Property Name:	Nedlog Land - SIA
Address:	58XX S. Hayford Road Spokane, Spokane County, Washington 99224
Latitude & Longitude:	47.601027, -117.564000
Assessor's Parcel Number:	24063.0104
Property Rights Appraised:	Fee Simple
Zoning:	LI/ACZ-2, Light Industrial/Airport Control Zone 2
Site Size:	5.53 acres, (240,887 sf)
Property Type:	Industrial Land
Extraordinary Assumptions:	None.
Hypothetical Conditions:	None.
Highest and Best Use As Vacant:	Hold the property until water service is available. In the interim, the property could be used for general storage without extending water service.
Date of Inspection:	September 25, 2025
Date of Report:	October 1, 2025

Value Conclusions

Value Perspective and Premise	Current As Is
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	September 25, 2025
Value Conclusion	**$540,000**
	$2.25 psf

LEMBECK APPRAISAL & CONSULTING, INC.
Commercial Real Estate Analysis & Market Research

APPRAISAL REVIEW

PROPERTY:	Nedlog Land 58XX S Hayford Rd Spokane County, WA
APPRAISER:	Julie Cope and Bruce C. Jolicoeur, MAI Valbridge Property Advisors
DATE OF REPORT:	October 1, 2025
INTEREST VALUED:	Fee Simple
PREPARED FOR:	Amy Anderson Spokane International Airport Board
DATE OF REVIEW:	December 31, 2025
REVIEWER:	Jeffrey D. Lembeck, MAI Lembeck Appraisal & Consulting, Inc.
REVIEWER'S FILE NO.:	25.204

EFFECTIVE DATES AND VALUE CONCLUSIONS

Market Value	Effective Date	Appraiser's Opinion	Reviewer's Conclusion
Fee Simple As Is:	September 25, 2025	$540,000	Reasonable

Property Summary

Nedlog – 5.53 acres of unimproved property

- Fair Market Value: $540,000 ($2.24 psf)
- Within Airport Compatibility Zone (ACZ) 2
- Zoned Light Industrial
  - Currently used as vacant land
- Clear title
- Phase I Environmental Assessment result – no concerns

Questions?

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/30/2026

Date Rec'd	9/2/2026		
Clerk's File #	RES 2026-0067		
Cross Ref #			
Project #			
Submitting Dept	TRANSPORTATION &	**Bid #**	
Contact Name/Phone	JON SNYDER 5095071251	**Requisition #**	
Contact E-Mail	JSNYDER@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE SDIXIT		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	ADOPTING TBD BUDGET ALLOCATIONS & PROJECTS		

Agenda Wording

A resolution adopting the allocations and project prioritization from the Residential Street Maintenance Program utilizing Transportation Benefit District (TBD) funding for 2027 and 2028.

Summary (Background)

The Transportation Commission was created in 2024 by Ordinance C365717 to review and make recommendations for projects under consideration for TBD funding, replacing the Citizens Transportation Advisory Board established in 2011. The Commission made its first TBD program recommendations to the TBD Governing Board in 2025. This year the Commission made recommendations for a two-year cycle for street maintenance and sidewalk infill projects for 2027 and 2028 via Resolutions 2026-005 and 2026-006.

What impacts would the proposal have on historically excluded communities?

Transportation Commission reviewed the proposed project list and funds available and considered equity and safety amongst the three council districts.

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?

The local access streets are reviewed by the Street Department and Transportation Commission. Conditions and future construction are taken into consideration so that priority is afforded to ensuring safety for all communities.

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

Discussion and some movement of projects has been done so that the City can be assured the best use of funds and right-fit the solutions proposed.

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

This proposal aligns with the functions of the Transportation Commission and City's street maintenance priorities, and benefits neighborhood safety.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

See budget information in resolution

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

Funding Source	Recurring
Funding Source Type	Select

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

Expense Occurrence	Recurring

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

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

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kpicanco@spokanecity.org	nzollinger@spokanecity.org

RESOLUTION NO. 2026-0067

A resolution adopting the allocations and project prioritization from the 2027-2028 Residential Street Maintenance Program utilizing Transportation Benefit District Funding.

WHEREAS, pursuant to Chapter 36.73 RCW and RCW 35.21.255, which authorize cities to establish a transportation benefit district, the City of Spokane enacted Ordinance No. C-34648 establishing the City of Spokane Transportation Benefit District ("District") codified in Chapter 8.16 of the Spokane Municipal Code (SMC); and

WHEREAS, consistent with Chapter 36.73.015, SMC 8.16.060 established that the funds generated by the Transportation Benefit District shall be used specifically for annual improvements for the operation, preservation, and maintenance of the City's existing transportation improvements, facilities and programs set forth in the six year pavement maintenance program element of the Six Year Comprehensive Street Program, including the minimum allocation of ten percent of the generated revenue to implement pedestrian programs of the Six Year Comprehensive Street Program; and

WHEREAS, on June 24, 2024, the City Council adopted Ordinance C36517, which ordinance established the city's Transportation Commission, whose responsibilities were set forth in Chapter 04.40 of the Spokane Municipal Code; and

WHEREAS, Ordinance C36517 also dissolved the Citizens Transportation Advisory Board (CTAB) and assigned citizen oversight of District funds to the newly created Transportation Commission, which now is charged with making recommendations for local access street repair to the City Council; and

WHEREAS, on June 23, 2025, the City Council approved Resolution No. 2025-0045 adopting the 2026-2031 Six Year Comprehensive Street Program; and

WHEREAS, the Transportation Commission divided its potential project responsibilities among the three City Council districts and conducted on-site reviews of each proposed street project, and then evaluated project priorities based on budget; and

WHEREAS, via Resolutions 2026-005 and No 2026-006, the Transportation Commission voted to formally recommend the street maintenance and sidewalk projects in **Exhibit A** for construction in 2027 and 2028 at its July and August 2026 meetings; and

WHEREAS, the Transportation Commission Resolutions 2026-005 and 2026-006 were first presented to Spokane City Council at its September 9, 2026 Public Infrastructure, Environment, and Sustainability Committee meeting, and subsequently available for public review and comment at council meetings; and

WHEREAS, the City Council, acting in its capacity as the governing board for the Transportation Benefit District, and consistent with enabling provisions of state law and the Spokane Municipal Code, finds it to be in the best interest of the District to adopt budget allocations and project prioritization for 2027 and 2028 set forth by the Transportation Commission;

NOW, THEREFORE BE IT RESOLVED by the Spokane City Council, in its capacity as the governing board of the Spokane Transportation Benefit District, that:

Section 1. Approval of budget allocation and project prioritization: The budget allocation and project prioritization set forth in Exhibit A are approved for the 2027 and 2028 budget years for the applicable funds generated pursuant to Chapter 36.73 RCW and RCW 35.21.255, Chapter 8.16 of the Spokane Municipal Code (SMC). The funds shall be allocated to the City of Spokane Transportation Benefit District and allocated and expended as set forth in this resolution.

Section 2. Approved projects: The revenue from the from the twenty dollar vehicle fee shall only be expended for transportation projects included within the annual improvements to operation, preservation, and maintenance of the City's existing transportation improvements, facilities, and programs set forth in the six year pavement maintenance program element of the City's 2026-2031 Six Year Comprehensive Street Program adopted pursuant to Resolution No. 2025-0045 and specifically allocated pursuant to this resolution and Exhibit A.

Passed by the City Council this ____ day of _____, 2023.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Exhibit A

2027-2028 Street Projects

Proposed Year	Council District	Project Type	Project Name	Project Cost
2027	1	Chip Seal	Cincinnati/Dalton Et Al	$341,280
2027	1	Grind & Overlay	Gordon - Crestline to Cook	$403,433
2028	1	Grind & Overlay	Astor - Indiana to Montgomery	$704,843
2028	1	Grind & Overlay	Lidgerwood - Sharp to Mission	$471,467
2027	2	Chip Seal	9th Ave from Cannon to Maple Et Al	$426,236
2027	2	Grind & Overlay	Cowley - 13th to 12th	$56,333
2027	2	Grind & Overlay	26th - Garfield to Ivory	$338,624
2028	2	Chip Seal	35th from Freya to Havana Et Al	$808,600
2028	2	Grind & Overlay	Rebecca - 4th to Hartson	$259,740
2027	3	Grind & Overlay	Lincoln - F to 5 Mile	$202,800
2027	3	Chip Seal	Waverly/Park/Cleveland - Post to Division	$588,774
2028	3	Chip Seal	Washington Et Al - Buckeye to Euclid	$341,280
2028	3	Grind & Overlay	Braeburn/Midwick Et Al	$660,140

Exhibit A

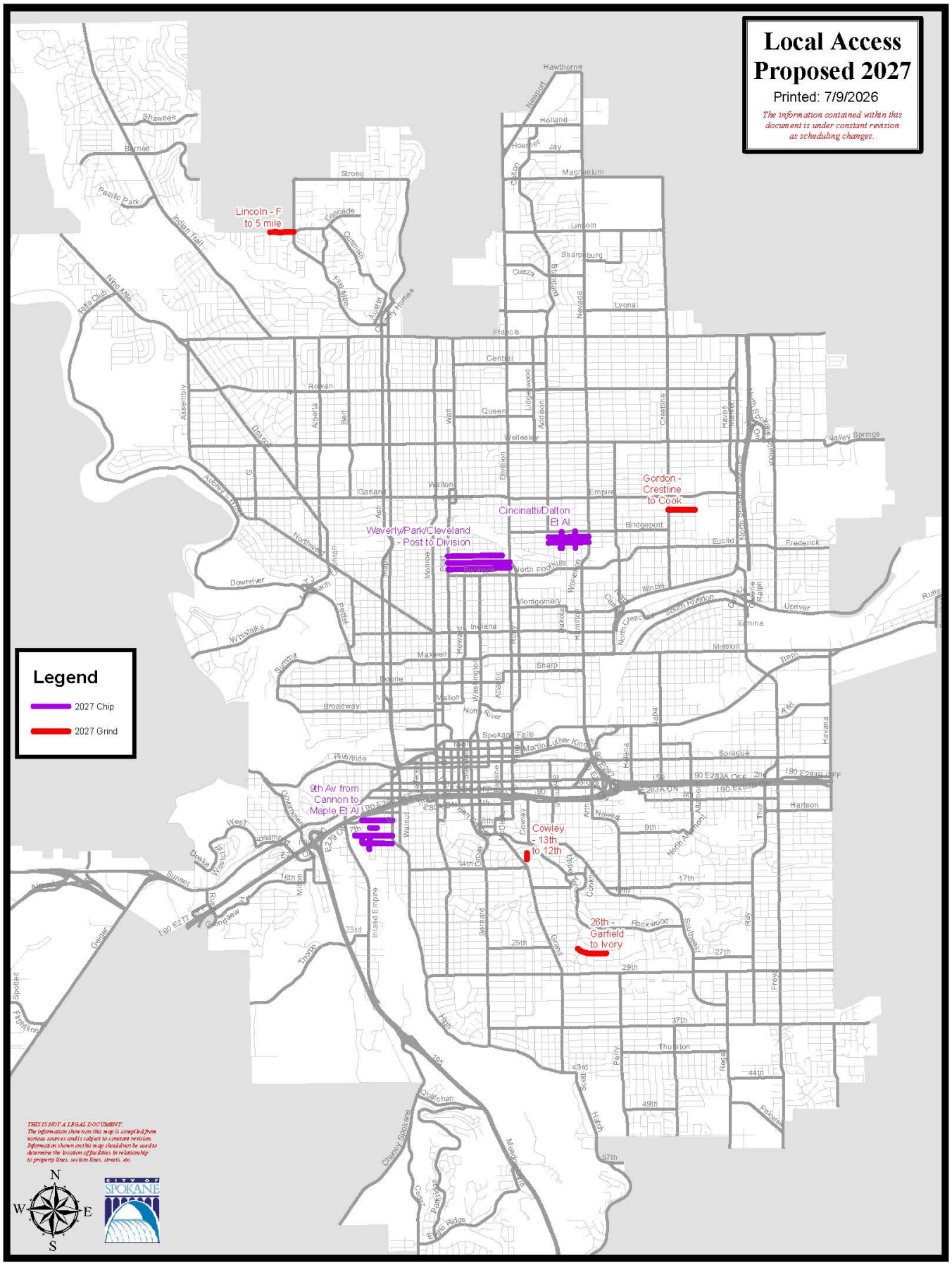
2027 – 2028 Sidewalk Projects

Proposed Year	Council District	Project Name	Project Cost
2027	2	11th Ave, Arthur St to Perry St	$230,000
2027	2	Pittsburg St, 34th Ave to 37th Ave (one side)	$170,000
2028	3	Francis Ave, Assembly St to Sutherlin St (one side)	$180,000
2028	2	Arthur St, 38th Ave to 43rd Ave (one side)	$350,000

Local Access Proposed 2027

Printed: 7/9/2026

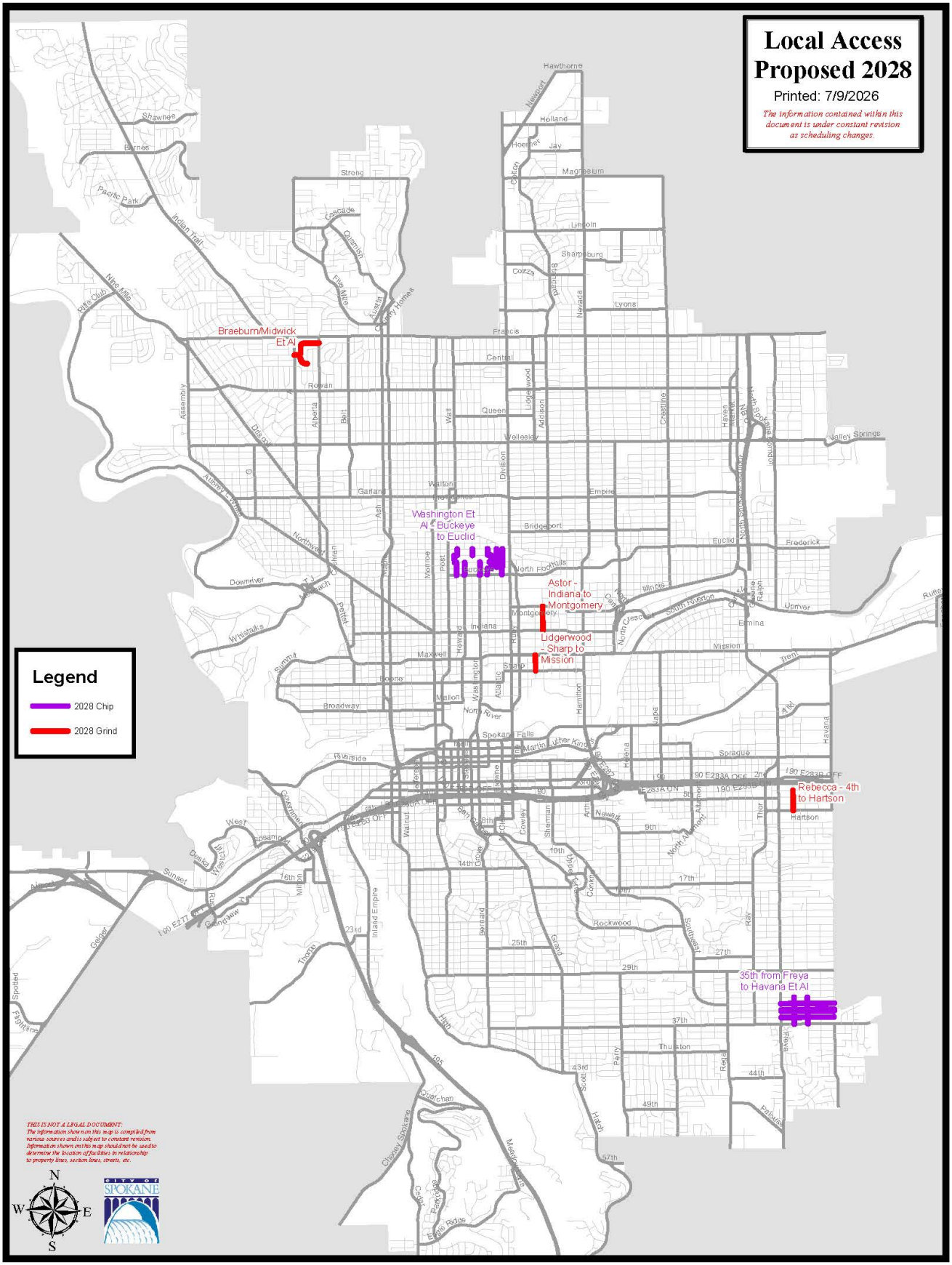
The information contained within this document is under constant revision as scheduling changes.



Local Access Proposed 2028

Printed: 7/9/2026

The information contained within this document is under constant revision as scheduling changes.



RESOLUTION 2026 – 005

A resolution establishing the 2027 and 2028 sidewalk projects as recommended by the Transportation Commission for approval by the Spokane City Council, the Transportation Benefit District Governing Board.

WHEREAS, on June 24, 2024, the City Council adopted Ordinance C36517, which ordinance established the city's Transportation Commission, whose responsibilities were set forth in Chapter 04.40 of the Spokane Municipal Code; and

WHEREAS, Ordinance C36517 also dissolved the Citizens Transportation Advisory Board (CTAB) and assigned citizen oversight of District funds to the newly created Transportation Commission, which now is charged with making recommendations for local access street repair to the City Council; and

WHEREAS, the Transportation Commission divided its potential project responsibilities among the three City Council districts and conducted on-site reviews of each proposed sidewalk project, and then evaluated project priorities based on budget;

NOW, THEREFORE, BE IT RESOLVED by the Transportation Commission recommendation and project prioritization as set forth in Exhibit A for the 2027 and 2028 years, using those funds generated pursuant to Chapter 8.16 of the Spokane Municipal Code; and

BE IT FURTHER RESOLVED, the revenue generated from the $20 vehicle fee shall only be expended for improvements to operation, preservation, and maintenance of the City's facilities, functions, activities, as specifically allocated pursuant to this resolution and Exhibit A, and 2028 projects may be used as alternate projects for the 2027 construction season as needed.

ADOPTED by the City of Spokane Transportation Commission by a vote of 8 Ayes & 0Nays on this 20th day of August, 2026.

Grant Shipley
Grant Shipley (Aug 21, 2025 22:46:20 PDT)

Grant Shipley, Transportation Commission President

Exhibit A

Proposed Year	Council District	Project Name
2027	2	11th Ave, Arthur St to Perry St
2027	2	Pittsburg St, 34th Ave to 37th Ave (one side)
2028	3	Francis Ave, Assembly St to Sutherlin St (one side)
2028	2	Arthur St, 38th Ave to 43rd Ave (one side)

Transportation Commission Resolution 2026-005

Final Audit Report 2026-08-22

Created:	2026-08-21
By:	Emily King (eking@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7ADjk866KQWaTskPa5srbDZqvAAHPdv5

"Transportation Commission Resolution 2026-005" History

Document created by Emily King (eking@spokanecity.org)
2026-08-21 - 5:02:56 PM GMT

Document emailed to Grant Shipley (gshipley@spokanecity.org) for signature
2026-08-21 - 5:03:00 PM GMT

Email viewed by Grant Shipley (gshipley@spokanecity.org)
2026-08-22 - 5:45:39 AM GMT

Document e-signed by Grant Shipley (gshipley@spokanecity.org)
Signature Date: 2026-08-22 - 5:46:20 AM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-08-22 - 5:46:20 AM GMT

Adobe Acrobat Sign

RESOLUTION 2026 – 006

A resolution establishing the 2027 and 2028 projects as recommended by the Transportation Commission for approval by the Spokane City Council, the Transportation Benefit District Governing Board.

WHEREAS, on June 24, 2024, the City Council adopted Ordinance C36517, which ordinance established the city's Transportation Commission, whose responsibilities were set forth in Chapter 04.40 of the Spokane Municipal Code; and

WHEREAS, Ordinance C36517 also dissolved the Citizens Transportation Advisory Board (CTAB) and assigned citizen oversight of District funds to the newly created Transportation Commission, which now is charged with making recommendations for local access street repair to the City Council; and

WHEREAS, the Transportation Commission divided its potential project responsibilities among the three City Council districts and conducted on-site reviews of each proposed street project, and then evaluated project priorities based on budget;

NOW, THEREFORE, BE IT RESOLVED by the Transportation Commission recommendation and project prioritization as set forth in Exhibit A for the 2027 and 2028 years, using those funds generated pursuant to Chapter 8.16 of the Spokane Municipal Code; and

BE IT FURTHER RESOLVED, the revenue generated from the $20 vehicle fee shall only be expended for improvements to operation, preservation, and maintenance of the City's facilities, functions, activities, as specifically allocated pursuant to this resolution and Exhibit A, and 2028 projects may be used as alternate projects for the 2027 construction season as needed.

Exhibit A

Proposed Year	Council District	Project Type	Project Name	Project Cost
2027	1 - NE	Chip Seal	Cincinnati/Dalton Et Al	$341,280
2027	1 - NE	Grind & Overlay	Gordon - Crestline to Cook	$403,433
2028	1 - NE	Grind & Overlay	Astor - Indiana to Montgomery	$704,843
2028	1 - NE	Grind & Overlay	Lidgerwood - Sharp to Mission	$471,467
2027	2 - S	Chip Seal	9th Ave from Cannon to Maple Et Al	$426,236
2027	2 - S	Grind & Overlay	Cowley - 13th to 12th	$56,333
2027	2 - S	Grind & Overlay	26th - Garfield to Ivory	$338,624
2028	2 - S	Chip Seal	35th from Freya to Havana Et Al	$808,600
2028	2 - S	Grind & Overlay	Rebecca - 4th to Hartson	$259,740
2027	3 - NW	Grind & Overlay	Lincoln - F to 5 Mile	$202,800
2027	3 - NW	Chip Seal	Waverly/Park/Cleveland - Post to Division	$588,774
2028	3 - NW	Chip Seal	Washington Et Al - Buckeye to Euclid	$341,280
2028	3 - NW	Grind & Overlay	Braeburn/Midwick Et Al	$660,140

Passed by the Transportation Commission this 7th day of July, 2026.

_____, Grant Shipley, President

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/30/2026

Date Rec'd	9/1/2026		
Clerk's File #	ORD C36939		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	
Contact Name/Phone	REINER X7821	**Requisition #**	
Contact E-Mail	RHERSHAW@SPOKANECITY.ORG		
Agenda Item Type	Final Reading Ordinance		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	CWIFP BOND ORDINANCE		

Agenda Wording

An ordinance of the City of Spokane, Washington, authorizing the sale, issuance and delivery of not to exceed $34,680,800 of the City's Water and Wastewater System revenue bond, series 2027 (taxable CWIFP loan) to finance a portion of certain work to maintain, upgrade and repair the Upriver Hydroelectric Dam.

Summary (Background)

The Upriver Dam is in need of upgrades and repairs to ensure continuity of services.

What impacts would the proposal have on historically excluded communities?

The proposed dam rehabilitation and upgrade project is expected to have a positive overall impact on historically excluded communities. The project will improve the safety, reliability, and long-term functionality of critical water infrastructure, reducing the risk of infrastructure failure and potential impacts to downstream residents, businesses, and public facilities.

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

Data will not be collected, analyzed or reported on from a demographic perspective.

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

The appropriateness of the CWIFP loan has already been determined after comparing and contrasting the loan product's features against a regular revenue bond.

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 loan allows the Upriver Dam rehabilitation to be undertaken thus aligning the financing with the Comp Plan and CIP.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This bond is effectively a line of credit with the U.S. Army Corps of Engineers that will be drawn upon starting in Q1 2027. It is unknown at this time, how much will be drawn in total.

Amount		**Budget Account**
Revenue	$ 34,680,800	# TBD
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	HERSHAW, REINER		
Division Director	AVERYT, CHRIS		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal			
For the Mayor	PICCOLO, MIKE		

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CITY OF SPOKANE

WATER AND WASTEWATER SYSTEM REVENUE BOND, SERIES 2027
(TAXABLE CWIFP LOAN)

ORDINANCE NO. C36939

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED $34,680,800 OF THE CITY'S WATER AND WASTEWATER SYSTEM REVENUE BOND, SERIES 2027 (TAXABLE CWIFP LOAN) TO FINANCE A PORTION OF CERTAIN WORK TO MAINTAIN, UPGRADE AND REPAIR THE UPRIVER HYDROELECTRIC DAM; DELEGATING AUTHORITY TO THE DESIGNATED REPRESENTATIVE TO DETERMINE THE TERMS OF THE BOND UNDER THE CONDITIONS SET FORTH HEREIN; DESIGNATING THE REGISTRAR; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF THE BOND; CREATING AND ADOPTING CERTAIN FUNDS AND ACCOUNTS AND PROVIDING FOR DEPOSITS THEREIN; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

Passed: September 30, 2026

Prepared by:

Kutak Rock LLP

Spokane, Washington

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Exhibit "B": Form of the CWIFP Credit Agreement

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED $34,680,800 OF THE CITY'S WATER AND WASTEWATER SYSTEM REVENUE BOND, SERIES 2027 (TAXABLE CWIFP LOAN) TO FINANCE A PORTION OF CERTAIN WORK TO MAINTAIN, UPGRADE, AND REPAIR THE UPRIVER HYDROELECTRIC DAM; DELEGATING AUTHORITY TO THE DESIGNATED REPRESENTATIVE TO DETERMINE THE TERMS OF THE BOND UNDER THE CONDITIONS SET FORTH HEREIN; DESIGNATING THE REGISTRAR; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF THE BOND; CREATING AND ADOPTING CERTAIN FUNDS AND ACCOUNTS AND PROVIDING FOR DEPOSITS THEREIN; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

RECITALS

WHEREAS, the City of Spokane, Washington (the "**City**") is a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington (the "**State**") and the Charter of the City; and

WHEREAS, the City now owns and operates a combined system of water supply and distribution system and wastewater treatment and disposal (the "**System**"); and

WHEREAS, the City owns and operates the Upriver Hydroelectric Dam (the "**Upriver Dam**") – a concrete gravity dam located on the Spokane River that generates over 70 million kilowatt-hours annually to power the pumps that deliver up to 150 million gallons of System drinking water daily to City inhabitants; and

WHEREAS, the Upriver Dam is in need of certain work to maintain, upgrade and repair its spillway gates and certain concrete repairs among other identified performance deficiencies, as more particularly described in the CWIFP Credit Agreement (the "**Project**"), which will enable it to continue to power the pumps to deliver System drinking water; and

WHEREAS, the City is authorized and empowered by chapters 35.41 and 39.46 RCW to issue revenue bonds for the purpose of paying the costs of additions, improvements, and betterments to the System, including the costs of the Project; and

WHEREAS, the City now has outstanding its Water and Wastewater System Revenue Bonds, Series 2014 (Green Bonds), issued on December 2, 2014, pursuant to Ordinance No. C35170, passed by the City Council of the City (the "**Council**") on October 27, 2014 (the "**2014 Bond Ordinance**"), in the original aggregate principal amount of $181,225,000, and currently outstanding in the aggregate principal amount of $101,125,000 (the "**2014 Bonds**"); and

WHEREAS, the City has authorized the issuance of its Water and Wastewater System Revenue Refunding Bonds, Series 2026, pursuant to Ordinance No. C36897, passed by the Council on July 22, 2026 (the "**2026 Bond Ordinance**"), in the original aggregate principal amount of not to exceed $106,000,000 (the "**2026 Bonds**"); and

WHEREAS, to obtain maximum savings for the ratepayers of the City, the City is desirous of issuing the 2026 Bonds for the purpose of redeeming and retiring all or a portion of the 2014 Bonds in the event adequate savings thresholds can be achieved; however, in the event such savings thresholds cannot be met, the City may not issue the 2026 Bonds prior to the issuance of the Bond (as hereinafter defined) or at all; and

WHEREAS, the Congress of the United States of America enacted the Water Infrastructure Finance and Innovation Act, § 5021 *et seq.* of Public Law 113-121 (as amended, and as may be further amended from time to time, the "**Act**"), which is codified as 33 U.S.C. §§ 3901-3915; and

WHEREAS, the credit assistance program provided by the United States Department of the Army, acting by and through the United States Army Corps of Engineers (the "**CWIFP Lender**") pursuant to the Act is known as the Corps Water Infrastructure Financing Program ("**CWIFP**"); and

WHEREAS, the Act authorizes the CWIFP Lender to enter into agreements to provide financial assistance with one or more eligible entities to make secured loans with appropriate security features to finance a portion of the eligible costs of projects eligible for assistance, such as the Project; and

WHEREAS, the City previously applied to the CWIFP Lender to make CWIFP funding (the "**CWIFP Loan**") available to the City to pay a portion of the costs of the Project pursuant to that certain United States Department of the Army CWIFP Credit Agreement, by and between the City and the CWIFP Lender (the "**CWIFP Credit Agreement**"), the form of which is attached hereto as Exhibit "B"; and

WHEREAS, the City wishes to issue its Water and Wastewater System Revenue Bond, Series 2027 (Taxable CWIFP Loan) (the "**Bond**") to the CWIFP Lender to evidence the CWIFP Loan pursuant to the terms provided herein and in the CWIFP Credit Agreement; and

WHEREAS, the Council wishes to delegate authority to the Designated Representative (as hereinafter defined) to approve the final principal amount, interest rate, denomination, series designation, tax status, payment dates, prepayment provisions, issuance date, and maturity date of the Bond under such terms and conditions as are approved by this Ordinance and as further provided in the CWIFP Credit Agreement; and

WHEREAS, the Council has determined it to be in the best interest of the City to sell the Bond to the CWIFP Lender;

NOW, THEREFORE, THE CITY OF SPOKANE DOES HEREBY FURTHER FIND, DETERMINE AND ORDAIN as follows:

Section 1: Definitions

As used in this Ordinance, the following terms have the meanings provided in this Section 1.

Accreted Value means (1) with respect to any Capital Appreciation Bonds, as of any date of calculation, the sum of the amount set forth in the ordinance authorizing their issuance as the amount representing the initial principal amount of such Capital Appreciation Bonds plus the interest accumulated, compounded and unpaid thereon as of the most recent compounding date, or (2) with respect to Original Issue Discount Bonds, as of the date of calculation, the amount representing the initial public offering price of such Original Issue Discount Bonds plus the amount of discounted principal that has accreted since the date of issue. In any case, the Accreted Value shall be determined in accordance with the provisions of the ordinance authorizing the issuance of Balloon Maturity Bonds.

Act means the Water Infrastructure Finance and Innovation Act, § 5021 et seq. of Public Law 113-121, which is codified as 33 U.S.C. §§ 3901-3915, as amended, and as may be further amended from time to time.

Annual Debt Service means, the sum of (1) the interest accruing on all Parity Bonds during any calendar year, assuming that all Parity Bonds are retired as scheduled, plus (2) the principal amount (including principal due as sinking fund installment payments) allocable to all Parity Bonds then outstanding, minus (3) any federal subsidy legally available to pay the principal of or interest on Parity Bonds in the year of calculation. Annual Debt Service shall be net of any principal and/or interest funded out of Bond proceeds. Annual Debt Service shall include reimbursement obligations to providers of Credit Facilities to the extent authorized by ordinance. Annual Debt Service shall exclude the payments required to be made with respect to revenue bond anticipation notes to the extent that the ordinance authorizing their issuance provides that the bond anticipation notes will be funded with the proceeds of Future Parity Bonds.

Average Annual Debt Service shall mean the average amount of the Annual Debt Service which will become due on the Parity Bonds for the period from the date of such calculation until the final maturity date of such Parity Bonds then Outstanding.

Balloon Maturity Bonds means any evidences of indebtedness of the City payable from Revenue of the System which are so designated in the ordinance or resolution pursuant to which such indebtedness is incurred.

Base Period means any consecutive 12-month period selected by the City out of the 36-month period next preceding the date of issuance of an additional series of Future Parity Bonds.

Bond shall mean the herein authorized Bond designated as the "City of Spokane, Washington, Water and Wastewater System Revenue Bond, Series 2027 (Taxable CWIFP Loan)" or such other designation as the Designated Representative shall determine.

Bond Counsel shall mean Kutak Rock LLP or such other nationally recognized bond counsel firm as designated by the Council.

Bond Register means the registration records maintained by the Registrar on which shall appear the names and addresses of the Registered Owners.

Capital Appreciation Bonds means any Future Parity Bonds, all or a portion of the interest on which is compounded, accumulated and payable only upon redemption or on the maturity date of such Capital Appreciation Bonds. If so provided in the ordinance authorizing their issuance, Future Parity Bonds may be deemed to be Capital Appreciation Bonds for only a portion of their term. On the date on which Future Parity Bonds no longer are Capital Appreciation Bonds, they shall be deemed outstanding in a principal amount equal to their Accreted Value.

Chief Financial Officer means the duly qualified, appointed and acting Chief Financial Officer of the City or any other officer who succeeds to the duties now delegated to that office.

City means the City of Spokane, a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington and the Charter of the City.

City Clerk means the Clerk of the City or other officer of the City who is the custodian of the records of the proceedings of the Council or her successor in functions, if any.

Code shall mean the Internal Revenue Code of 1986, as amended, and any treasury regulations promulgated thereunder or applicable thereto.

Consultant means at any time an independent municipal financial consultant or advisor appointed by the City to perform the duties of the Consultant as required by this Ordinance. For the purposes of delivering any certificate required by Section 16 hereof and making the calculation required by Section 16 hereof, the term Consultant shall also include any independent public accounting firm or engineer appointed by the City to make such calculation or to provide such certificate.

Costs of Maintenance and Operation shall mean all necessary operating expenses, current maintenance expenses, expenses of reasonable upkeep and repairs, and insurance and administrative expense with respect to the System, but excludes depreciation, payments for debt service or into reserve accounts, costs of capital additions to or replacements of the System, municipal taxes, or payments to the City in lieu of taxes.

Council means the City Council as the general legislative authority of the City, as the same shall be duly and regularly constituted from time to time.

Coverage Stabilization Account shall mean the account of that name that shall, at the option of the Designated Representative, be created in the Revenue Fund and maintained pursuant to this Ordinance.

Covered Bonds means the Bond, if designated as such by the Designated Representative, and any Future Parity Bonds, if designated as such in the ordinance authorizing their issuance, which are secured by the Reserve Account.

Credit Event means when (a) a Qualified Letter of Credit terminates, (b) the issuer of Qualified Insurance or a Qualified Letter of Credit shall become insolvent or no longer be in existence, or (c) a Qualified Letter of Credit or Qualified Insurance no longer meets the requirements established therefor in the definition thereof.

Credit Facility means a policy of municipal bond insurance, a letter of credit, surety bond, line of credit, guarantee or other financial instrument or any combination of the foregoing, which obligates a third party to make payment or provide funds for the payment of financial obligations of the City. There may be one or more Credit Facilities outstanding at any time.

CWIFP means the Corps Water Infrastructure Financing Program – the credit assistance program provided by the CWIFP Lender pursuant to the Act.

CWIFP Credit Agreement means the United States Department of the Army CWIFP Credit Agreement, to be dated on or before the date of the Bond, by and between the City and the CWIFP Lender pertaining to the CWIFP Loan, the form of which is attached hereto as Exhibit "B".

CWIFP Lender means the United States Department of the Army, acting by and through the United States Army Corps of Engineers.

CWIFP Loan means the loan from the CWIFP Lender to the City pursuant to the CWIFP Credit Agreement.

Designated Representative means the Chief Financial Officer or the Director of the Public Works Division.

Director of the Public Works Division means the duly qualified, appointed and acting Director of the Public Works Division of the City or any other officer who succeeds to the duties now delegated to that office.

Future Parity Bonds means any water and wastewater system revenue bonds or other obligations which the City may hereafter issue having a lien upon the Revenue of the System for the payment of the principal thereof and interest thereon equal to the lien upon the Revenue of the System to pay the principal of and interest on the Bond.

Government Loans means the PWTF Loans, State Revolving Fund Loans, and other subordinate lien revenue loans currently outstanding or received by the City in the future from the state of Washington or the United States of America.

Government Obligations means those obligations now or hereafter defined as such in Chapter 39.53 RCW.

Maximum Annual Debt Service means, at the time of calculation, the maximum amount of Annual Debt Service in any fiscal year on all outstanding Parity Bonds and/or for all subordinate lien evidences of indebtedness secured by Revenue of the System, as the context requires.

Mayor means the Mayor of the City or her successor in functions, if any.

Municipal Advisor means Northwest Municipal Advisors, Bellevue, Washington, as the City's municipal advisor with respect to the issuance of the Bond, or such other municipal advisor as designated by the Council.

Net Revenue shall mean the Revenue of the System less the Costs of Maintenance and Operation.

Ordinance means this Ordinance adopted by the Council on September 30, 2026, authorizing the sale, issuance and delivery of the Bond.

Original Issue Discount Bonds means Parity Bonds which are sold at an initial public offering price of less than 95% of their face value and which are specifically designated as Original Issue Discount Bonds in the ordinance authorizing their issuance.

Outstanding means:

(a) with respect to a Parity Bond (other than the Bond), as of any particular date, shall mean all such bonds that have been issued, executed, authenticated and delivered under any ordinance authorizing the issuance of such Parity Bonds (other than the Bond), except:

(i) Parity Bonds (other than the Bond) canceled because of payment or redemption prior to their stated dates of maturity,

(ii) any Parity Bond (other than the Bond) deemed to have been legally defeased, and

(iii) any Parity Bond (or portion thereof) (other than the Bond) deemed to have been paid pursuant to the ordinance under which it was issued; and

(b) with respect to the Bond, the (i) entire amount available to be drawn under the CWIFP Credit Agreement (including amounts drawn, amounts that remain available to be drawn, and, if applicable, any capitalized interest added or projected to be added to the principal amount of the CWIFP Loan in accordance with the terms thereof), less (ii) any amount that has been irrevocably determined will not be drawn under the CWIFP Credit Agreement, less (iii) the aggregate principal amount of the CWIFP Loan Balance (as defined under the CWIFP Credit Agreement) that has been repaid or prepaid.

Parity Bonds shall mean the Bond, any Outstanding 2014 Bonds, any Outstanding 2026 Bonds, and any Future Parity Bonds.

Parity Requirement means Net Revenues equal to or greater than 125% of Annual Debt Service for all Parity Bonds computed by deducting from Annual Debt Service the

Annual Debt Service for each series or issue of Parity Bonds that is covered by ULID Assessments. In determining the amount of Annual Debt Service covered by ULID Assessments, Annual Debt Service for each future year is reduced by the dollar amount of ULID Assessments projected to be received during such future year, and the remaining outstanding ULID Assessments are assumed to be paid in the remaining number of annual installments with no prepayments. For purposes of determining whether the Parity Requirement has been met, transfers from the Coverage Stabilization Account shall not be taken into account.

Project means certain work to maintain, upgrade and repair the Upriver Dam, as more particularly described in the CWIFP Credit Agreement and in the recitals hereto.

PWTF Loans mean the loans from the State of Washington Department of Commerce under the Public Works Trust Fund loan program pursuant to any loan agreements existing as of the effective date of this Ordinance or hereafter entered into by the City under the Public Works Trust Fund loan program.

Qualified Insurance shall mean any noncancelable municipal bond insurance policy or surety bond issued by any insurance company licensed to conduct an insurance business in any state of the United States (or by a service corporation acting on behalf of one or more such insurance companies), which insurance company or service corporation, as of the time of issuance of such policy or surety bond, is rated in one of the two highest rating categories by Moody's Ratings, S&P Global Ratings, or Fitch Ratings or their comparably recognized business successors.

Qualified Letter of Credit shall mean any irrevocable letter of credit issued by a financial institution for the account of the City on behalf of the owners of any Parity Bonds, which institution maintains an office, agency or branch in the United States and as of the time of issuance of such letter of credit, is rated in one of the two highest rating categories by Moody's Ratings, S&P Global Ratings, or Fitch Ratings or their comparably recognized business successor.

Rate Covenant means Net Revenue in each fiscal year at least equal to 125% of the amounts required in such fiscal year to be paid as scheduled debt service (principal and interest) on all Parity Bonds, subtracting from scheduled debt service the amount of ULID Assessments collected in such year. Furthermore, in determining compliance with the Rate Covenant, Net Revenues are subject to adjustment to reflect the following: Revenue of the System and Costs of Maintenance and Operation may be adjusted, regardless of then applicable generally accepted accounting principles, for certain items (e.g., to omit unrealized gains or losses in investments) to more fairly reflect the System's annual operating performance. Scheduled debt service shall exclude the payments required to be made with respect to revenue bond anticipation notes to the extent that the proceedings authorizing their issuance provides that the bond anticipation notes will be funded with the proceeds of Future Parity Bonds. For purposes of determining compliance with the Rate Covenant, amounts withdrawn from the Coverage Stabilization Account shall increase Revenue of the System for the period in which they are withdrawn, and amounts deposited in the Coverage Stabilization Account shall reduce Revenue of the System for the period during which they are deposited. Credits to or from the

Coverage Stabilization Account that occur within 90 days after the end of a fiscal year may be treated as occurring within such fiscal year.

Registered Owner means the person named as the registered owner of a Bond on the Bond Register.

Registrar means the Treasurer or such other registrar as may be designated in a certificate by the Designated Representative for the purposes of registering and authenticating the Bond, maintaining the Bond Register, effecting transfer of ownership of the Bond, and paying the principal of, premium, if any, and interest on the Bond.

Reserve Account shall mean the account of that name previously created in the Revenue Bond Fund and maintained pursuant to this Ordinance.

Reserve Requirement means the dollar amount to be calculated with respect to all Covered Bonds and separately with respect to other Parity Bonds.

(a) With respect to Covered Bonds, the Reserve Requirement shall be equal to the lesser of:

(i) Maximum Annual Debt Service for Covered Bonds,

(ii) 10% of the initial principal amount of Covered Bonds of each series, and

(iii) 125% of average annual debt service for Covered Bonds;

provided, however, that 10% of the initial principal amount of Covered Bonds of each series may be contributed to the Reserve Account from any series of Covered Bonds.

(b) With respect to other series of Parity Bonds, the Reserve Requirement shall be equal to the amount specified in the ordinance authorizing the issuance of that series of Parity Bonds.

The Reserve Requirement shall be adjusted accordingly and remain in effect until the earlier of (i) at the City's option, a payment of principal of Parity Bonds, or (ii) the issuance of a subsequent series of Future Parity Bonds, at which time the Reserve Requirement shall be re-calculated.

Revenue Bond Fund means the "Water Revenue Bond Fund" previously created in the office of the Treasurer by Section 1 of Ordinance No. C34024 and previously renamed as the "Water-Wastewater Revenue Bond Fund" in Ordinance No. C35170 for the sole purpose of paying and securing the payment of the principal of, premium, if any, and interest on Parity Bonds.

Revenue Fund means the Water and Wastewater Revenue Fund of the City created by Section 1 of Ordinance No. C-34981, and known as the Water-Wastewater Fund and shall include cash accounts therein.

Revenue of the System means all of the earnings, revenues and money received by the City from or on account of the ownership and operation of the System and connection and capital improvement charges collected for the purpose of defraying the cost of capital facilities of the System; including to the extent of internally approved policies of the City, investment earnings and income from investments of money in the Revenue Fund and the Revenue Bond Fund or from any other investment of Revenues; but excluding government grants, any federal subsidy legally available to pay the principal of or interest on Parity Bonds, proceeds from the sale of System property, City taxes collected by or through the System, principal proceeds of bonds and earnings or proceeds from any investments in a trust, defeasance or escrow fund created to defease or refund System obligations (until commingled with other earnings and revenues of the System) or held in a special account for the purpose of paying a rebate to the United States Government under the Code. *Revenue of the System* shall also include any federal or state reimbursements of operating expenses to the extent such expenses are included as *Costs of Maintenance and Operation of the System*; provided, however, that Revenue of the System shall not include ULID Assessments.

State means the state of Washington.

State Revolving Fund Loans mean the loans outstanding as of the date of this Ordinance or hereafter entered into by the City under the State of Washington Department of Ecology Clean Water State Revolving Fund Loan Program as part of the State's participation in the federal Clean Water State Revolving Fund established by the Clean Water Act amendments of 1987.

System means the combined utility of the City's existing water supply and distribution system and the sanitary sewage transmission, treatment and disposal system, inclusive of stormwater, of the City, as they now exist and as they may be added to, improved and extended, for as long as any Parity Bonds are outstanding.

Term Bonds means any Parity Bond that is stated to mature on a single specified maturity date but for which mandatory sinking fund redemptions or mandatory sinking fund installments are required to be made into any sinking fund account from the Revenue Fund on one or more dates prior to such stated maturity date, so that a portion of the principal amount of such Term Bond is retired in advance of its stated maturity through mandatory redemption or purchase in accordance with the provisions of any ordinance authorizing the issuance of such Term Bond.

Treasurer means the Treasurer of the City, and any successor treasurer of the City in accordance with applicable law.

ULID means a utility local improvement district of the City.

ULID Assessments means the assessments levied in all ULIDs, the assessments in which are payable into the Revenue Bond Fund, and shall include installments thereof and interest and any penalties thereon.

Upriver Dam means the City's Upriver Hydroelectric Dam, as more particularly described in the recitals hereto.

2014 Bond Ordinance means Ordinance No. C35170, passed by the Council on October 27, 2014.

2014 Bonds means the City's Water and Wastewater System Revenue Bonds, Series 2014 (Green Bonds), issued on December 2, 2014, pursuant to the 2014 Bond Ordinance.

2026 Bond Ordinance means Ordinance No. C36897, passed by the Council on July 22, 2026.

2026 Bonds means the City's Water and Wastewater System Revenue Refunding Bonds, Series 2026, which are authorized to be issued pursuant to the 2026 Bond Ordinance.

Section 2: Interpretation

For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires:

A. *Internal References.* All references in this Ordinance to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of this Ordinance. The words "herein," "hereof," "hereto," "hereby," "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular section or other subdivision.

B. *Persons.* Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

C. *Headings.* Any headings preceding the texts of the several sections of this Ordinance and the table of contents shall be solely for convenience of reference and shall not constitute a part of this Ordinance, nor shall they affect its meaning, construction or effect.

D. *Writing Requirement.* Every "notice," "certificate," "consent" or similar action hereunder by the City shall, unless the form thereof is specifically provided, be in writing signed by an authorized representative of the City.

E. *Time.* In the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and each of the words "to" and "until" means "to but excluding."

F. *Payment Terms.* References to the payment of the Bond shall be deemed to include references to the payment of interest thereon.

G. *Gender.* Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words imparting the singular number shall include the plural numbers and vice versa, unless the context shall otherwise dictate.

Section 3: The Purpose of the Bond

The Bond is being issued to provide money to pay a portion of the costs of the Project, and to pay certain expenses incurred in connection with the issuance of the Bond, all as set forth more specifically herein.

Section 4: Authorization of the Bond

A. *General Terms.* A water and wastewater system revenue bond of the City, designated "City of Spokane, Washington, Water and Wastewater System Revenue Bond, Series 2027 (Taxable CWIFP Loan)," (or such other designation as the Designated Representative shall determine) is hereby authorized to be sold, issued and delivered pursuant to chapters 35.41 and 39.46 RCW, and as further provided in this Section. The Bond shall be issued in physical form to the CWIFP Lender in the aggregate principal amount of not to exceed $34,680,800; shall be dated as of its date of delivery; shall be issued in fully registered form; and shall be numbered separately in such manner and with any additional designation as the Registrar deems necessary for purposes of identification. The Bond shall be in substantially the form of Exhibit "A" attached hereto and by this reference incorporated herein.

B. *CWIFP Credit Agreement.* The Designated Representative is hereby authorized to enter into the CWIFP Credit Agreement as further provided in this Section. The CWIFP Credit Agreement, the form of which is attached hereto as Exhibit "B", shall establish the following:

(1) the interest rate on the Bond, which shall not exceed 6.20% per annum, and the Default Rate (as defined in the CWIFP Credit Agreement) shall not exceed 8.20% per annum;

(2) each of the interest payment dates and the principal payment dates for the Bond;

(3) the date on which interest and principal shall first be payable on the Bond;

(4) the date of the Bond, which shall be no later than one year from the date of this Ordinance;

(5) the final maturity date of the Bond, which shall be no later than December 1, 2060; and

(6) the prepayment provisions pertaining to the Bond.

The Designated Representative is hereby authorized to approve additions, deletions or alterations to the CWIFP Credit Agreement or any other document or certificate related thereto so long as such additions, deletions or alterations do not substantially alter the intent and substance of this Ordinance.

C. *Findings.* The Council hereby finds that the determinations made in this Ordinance are the determinations set forth in RCW 39.46.040; and as such, the Council has fully and properly authorized the sale, issuance and delivery of the Bond.

D. *Negotiable Instruments.* The Bond shall be a negotiable instrument to the extent provided by chapter 62A.3 RCW.

Section 5: Prepayment Prior to Maturity

The Bond shall be subject to prepayment prior to final maturity at the times and in such amounts as provided in the CWIFP Credit Agreement.

Section 6: Sale of the Bond

The Designated Representative is authorized and directed to take all actions to facilitate the sale of the Bond to the CWIFP Lender as may be deemed desirable or necessary including, but not limited to, securing a rating on the Bond from one or more of the established nationally recognized rating services.

Section 7: Registration, Exchange, and Payments

A. *Registrar.* The City hereby appoints the Treasurer as the Registrar for the Bond. Duties of the Treasurer as Registrar shall be limited to the authentication and delivery of the Bond to the CWIFP Lender and to remitting money made available by the City into the Revenue Bond Fund to the CWIFP Lender as further provided in the CWIFP Credit Agreement. The Registrar is authorized, on behalf of the City, to authenticate and deliver the Bond and carry out all of the duties and powers of the Registrar pursuant to this Ordinance.

B. *Place and Medium of Payment.* Both principal of and interest on the Bond are payable in lawful money of the United States to the Registered Owners thereof. Interest on the Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months and as further provided in the CWIFP Credit Agreement. Payment of each installment of interest shall be made to the Registered Owner as further provided in the CWIFP Credit Agreement. Principal of the Bond shall be payable to the Registered Owner as further provided in the CWIFP Credit Agreement.

Section 8: Pledge of Net Revenue

All of the Net Revenue is pledged for the payment of the Bond, as a prior first charge and lien thereon equal to and on parity with the charge or lien of the Parity Bonds, and the Revenue of the System shall be used and applied in the order of priority provided in Section 9 of this Ordinance.

The Bond is payable solely from amounts deposited into the Revenue Bond Fund, shall not constitute a general obligation of the City, and is not payable from ad valorem taxes collected within the City. Accordingly, the full faith and credit of the City is not pledged for the payment of the principal of and interest on the Bond.

Section 9: The Revenue Fund; Priority of Payments from Revenue Fund; Coverage Stabilization Account

A. *Revenue Fund.* A special fund of the City known as the "Water-Wastewater Fund" (including subaccounts therein, the "**Revenue Fund**") has heretofore been established into which shall be deposited the Revenue of the System as collected. The Revenue Fund shall be held separate and apart from all other funds and accounts of the City.

B. *Priority of Payments from the Revenue Fund*. The Revenue of the System deposited in the Revenue Fund shall be used only for the following purposes and in the following order of priority:

First, to pay the Costs of Maintenance and Operation of the System;

Second, to make all payments required to be made into the Revenue Bond Fund to pay the interest on any Parity Bonds, including reimbursements to the issuer of a Credit Facility if the Credit Facility secures the payment of interest on Parity Bonds and the ordinance authorizing such Parity Bonds provides for such reimbursement;

Third, to make all payments required to be made into the Revenue Bond Fund to pay the principal of any Parity Bonds, including reimbursements to the issuer of a Credit Facility if the Credit Facility secures the payment of principal of Parity Bonds and the ordinance authorizing such Parity Bonds provides for such reimbursement;

Fourth, to make all payments required to be made into any sinking fund account hereafter created to provide for the payment of the principal of Term Bonds or Balloon Maturity Bonds;

Fifth, to make all payments required to be made into the Reserve Account for Covered Bonds and to any reserve account created in the future for the payment of debt service on Future Parity Bonds;

Sixth, to make all payments required to be made into any revenue debt redemption fund, debt service account, reserve account or sinking fund account created to pay and secure the payment of the principal of and interest on Government Loans and any revenue bonds, or revenue warrants or other revenue obligations of the City having a lien upon the Revenue of the System junior and inferior to the lien thereon for the payment of the principal of and interest on the Parity Bonds; and

Seventh, to retire by redemption or purchase on the open market any outstanding water and wastewater system revenue bonds or revenue warrants of the City, to make necessary additions, betterments, improvements and repairs to or extensions and replacements of the System, or for any other lawful City purposes.

The City may transfer any money from any funds or accounts of the System legally available therefor, except bond redemption funds, refunding escrow funds or defeasance funds, to meet the required payments to be made into the Revenue Bond Fund. Money in the Revenue

Fund may be invested by the City in any investment that is a legal investment for the City as authorized pursuant to State law.

C. *Coverage Stabilization Account*. A Coverage Stabilization Account shall be established within the Revenue Fund at the option of the Designated Representative. The City hereby determines that the maintenance of a Coverage Stabilization Account will moderate fluctuations in Net Revenues and help to alleviate the need for short-term rate adjustments. Money in the Coverage Stabilization Account will be transferred as determined from time to time by the City. The City may make payments into the Coverage Stabilization Account from the Revenue Fund at any time. Money in the Coverage Stabilization Account may be withdrawn at any time and used for the purpose for which the Revenue of the System may be used. Amounts withdrawn from the Coverage Stabilization Account shall increase Revenue of the System for the period in which they are withdrawn, and amounts deposited in the Coverage Stabilization Account shall reduce Revenue of the System for the period during which they are deposited for purposes of measuring compliance with the Rate Covenant. Credits to or from the Coverage Stabilization Account that occur within 90 days after the end of a fiscal year may be treated as occurring within such fiscal year. Earnings on the Coverage Stabilization Account shall be credited to the Revenue Fund.

Section 10: Payments into Revenue Bond Fund

A. *Revenue Bond Fund.* A special account of the City known as the "Water and Wastewater Fund — Bond Redemption Subaccount" (the "**Revenue Bond Fund**") has been created for the sole purpose of paying and securing the payment of Parity Bonds.

B. *Payments into Revenue Bond Fund*. As long as the Bond remains outstanding, the City hereby irrevocably obligates and binds itself to set aside and pay from the Revenue Fund into the Revenue Bond Fund on or before the date due those amounts necessary, together with ULID Assessments deposited and such other money as is on hand and available therefor in the Revenue Bond Fund, to pay the interest or principal and interest next coming due on the Bond.

As long as the Parity Bonds remain outstanding, the City hereby irrevocably covenants and agrees to pay the ULID Assessments into the Revenue Bond Fund.

Notwithstanding anything in Section 10(E) hereof to the contrary, money in the Revenue Bond Fund may be used to pay arbitrage rebate, if any, to the extent the rebate is attributable to earnings on money in the Revenue Bond Fund.

C. *Payments into Reserve Account*. The City hereby agrees that a special account to be known as the "Water-Wastewater Bond Fund Reserve Account" (the "**Reserve Account**") shall be maintained for the purpose of securing the payment of the principal of and interest on all Covered Bonds. The Bond shall be a Covered Bond, secured by the Reserve Account, if deemed necessary and designated as such by the Designated Representative. To the extent the Bond is designated as a Covered Bond, the City hereby covenants that the Reserve Requirement for the Bond will be fully funded as of the date of issuance of the Bond.

The City covenants and agrees that when the required deposits have been made into the Reserve Account, it will, at all times for so long as any Covered Bonds remain outstanding, maintain therein an amount at least equal to the Reserve Requirement except for withdrawals therefrom authorized hereinafter. Whenever there is a sufficient amount in the Revenue Bond Fund, including all accounts therein, to pay the principal of, premium, if any, and interest on all outstanding Parity Bonds, the money in the Reserve Account may be used to pay the principal of, premium, if any, and interest on the Parity Bonds secured thereby. Money in the Reserve Account may also be withdrawn to redeem and retire, and to pay the premium, if any, and interest due to such date of redemption, on the outstanding Parity Bonds, as long as the money remaining on deposit in the Reserve Account is at least equal to the Reserve Requirement determined with respect to the Covered Bonds then outstanding.

In the event there shall be a deficiency in the Revenue Bond Fund to meet maturing installments of either interest on or principal of and interest on any Parity Bonds, such deficiency shall be made up from the Reserve Account by the withdrawal of money therefrom. Cash and investments shall be drawn upon prior to any drawing upon a Credit Facility. Any deficiency created in the Reserve Account by reason of any such withdrawal shall then be made up out of Revenue of the System or ULID Assessments within one year after making necessary provision for the payments required to be made by subparagraphs First through Fourth, inclusive, of Section 9(B) of this Ordinance.

If a Credit Event occurs, the Reserve Requirement shall be satisfied (A) within one year after the occurrence of such Credit Event with other Qualified Insurance or another Qualified Letter of Credit, or (B) within three years (in three approximately equal annual installments) after the occurrence of such Credit Event, out of Revenue of the System or ULID Assessments after making necessary provision for the payments required to be made by subparagraphs First through Fourth, inclusive, of Section 9(B) of this Ordinance.

In the event the City issues any Future Parity Bonds that are Covered Bonds, it will provide in the ordinance authorizing the issuance of the same for payment into the Reserve Account out of proceeds of such Future Parity Bonds, Revenue of the System, or ULID Assessments (or, at the option of the City, out of any other funds on hand and legally available therefor) approximately equal additional annual installments so that by three years from the date of issuance of such Future Parity Bonds there will have been paid into the Reserve Account an amount that, together with the money already on deposit therein, will be at least equal to the Reserve Requirement. Such annual payments into the Reserve Account shall be made not later than December 20 of each year.

Notwithstanding anything in this Section to the contrary, the City may fund the Reserve Requirement, in whole or in part, through a surety bond issued by an issuer of Qualified Insurance. The amount payable by the issuer of Qualified Insurance under such surety bond shall be credited against the amounts otherwise required to be accumulated and maintained in the Reserve Account.

The Reserve Requirement may be maintained by deposits of cash. As used herein, the term “cash” shall include U.S. currency, cash equivalents and evidences thereof, including demand deposits, certified or cashier’s check; and the deposit to the Reserve Account may be satisfied initially by the transfer of qualified investments to such account.

D. *Priority of Lien of Payments into the Revenue Bond Fund*. The amounts so pledged to be paid into the Revenue Bond Fund from the Revenue Fund are hereby declared to be a lien and charge upon the Revenue of the System junior in lien to the Costs of Maintenance and Operation and equal to the lien of the charges upon such Revenue of the System and ULID Assessments that may hereafter be made upon the Revenue of the System and ULID Assessments to pay and secure the payment of the principal of and interest on any Future Parity Bonds, and prior and superior to all other charges of any kind or nature whatsoever.

E. *Application and Investment of Money in the Revenue Bond Fund*. Money in the Revenue Bond Fund and the Reserve Account shall be invested in any legal investment for City funds. Investments in the Revenue Bond Fund shall mature prior to the date on which such money shall be needed for required interest or principal payments. Investments in any Reserve Account shall mature not later than the last maturity of the Parity Bonds secured thereby.

F. *Sufficiency of Revenues*. The Council hereby finds and declares that in fixing the amounts to be paid into the Revenue Bond Fund out of the Revenue of the System, it has exercised due regard for the Costs of Maintenance and Operation and has not obligated the City to set aside and pay into such fund a greater amount of Revenue of the System than in its judgment will be available over and above the Costs of Maintenance and Operation.

Section 11: Execution and Authorization of the Bond

A. *Execution of the Bond.* The Bond shall be executed on behalf of the City by the manual or facsimile signature of the Mayor, shall be attested by the manual or facsimile signature of the City Clerk and shall have the seal of the City impressed or imprinted thereon.

B. *Authentication of the Bond.* The executed Bond shall be delivered to the Registrar for authentication. The Bond shall be numbered in the manner and with any additional designation as the Registrar deems necessary for purposes of identification. Only a Bond that bears a Certificate of Authentication substantially in the form set forth in Exhibit "A" attached hereto and manually executed by the Registrar shall be valid or obligatory for any purpose or entitled to the benefits of this Ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this Ordinance.

C. *Validity of Signatures.* In case any of the officers who shall have signed or attested the Bond shall cease to be such officer or officers of the City before the Bond so signed or attested shall have been authenticated or delivered by the Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued, and, upon such authentication, delivery and issue, shall be as binding upon the City as though those who signed and attested the same had continued to be such officers of the City. Any Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of such Bond shall be the proper officers of the City although at the original date of such Bond any such person shall not have been such officer of the City.

Section 12: Transfer and Exchange of the Bond

A. *Transfer.* The Bond shall be transferable by the Registered Owner thereof in person, or by its attorney duly authorized in writing, upon due completion of the assignment form appearing thereon and upon surrender of such Bond to the Registrar for cancellation and issuance of a new Bond registered in the name of the transferee, in exchange therefor.

B. *Exchange.* The Bond shall be exchangeable by the Registered Owner thereof in person, or by its attorney duly authorized in writing, for a new Bond, upon surrender of such Bond to the Registrar for cancellation.

C. *Authentication and Delivery of a New Bond.* Whenever a Bond shall be surrendered for transfer or exchange, the Registrar shall authenticate and deliver to the transferee or exchangee, in exchange therefor, a new fully registered Bond of any authorized denomination or denominations, of the same maturity and interest rate as, and for the aggregate principal amount of, the Bond being surrendered. Notwithstanding the foregoing sentence, the Registrar is not required to transfer or exchange any Bond during the 15 days preceding any principal or interest payment date.

D. *Payment of Fees and Costs.* The Registrar shall require, if applicable, the payment by the Registered Owner requesting such transfer or exchange of any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

E. *Restriction on Transfer.* Notwithstanding any other provision of this Section 12, the Bond may not be transferred, assigned, or sold by the Registered Owner except as expressly set forth in the provisions of the CWIFP Credit Agreement. Any purported transfer in violation of this Section shall be void.

Section 13: Destroyed, Lost or Stolen Bond

In the event the Bond shall be destroyed, lost or stolen, the Registrar shall execute and deliver a new Bond of like date, number and tenor to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the City and Registrar in connection therewith and upon filing with the Designated Representative and the Registrar evidence satisfactory to the Designated Representative and the Registrar, respectively, that the Bond was actually destroyed, lost or stolen and of the Registered Owner's ownership thereof.

Section 14: Defeasance

In the event that money and/or Government Obligations, maturing or having guaranteed redemption prices at the option of the owner at such times and bearing interest to be earned thereon, in such amounts as are sufficient (together with any resulting cash balances) to redeem and retire part or all of the Bond in accordance with its terms, are hereafter irrevocably set aside in a special account and pledged to effect such redemption and retirement, then no further payments need be made into the Revenue Bond Fund or any account therein for the payment of the principal of and interest on the certain Bond so provided for, and such Bond and interest accrued thereon shall no longer be deemed to be Outstanding hereunder.

If the principal or redemption price of any Bond becoming due, at maturity or otherwise, together with all interest accruing thereon to the due date, has been paid or provision therefor has been made in accordance with this Section, all interest on such Bond shall cease to accrue on the due date and all liability of the City with respect to such Bond shall likewise cease, except as hereinafter provided. Thereafter the Registered Owner of such Bond shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Bond, and the Registrar shall hold such funds in trust for such Registered Owners uninvested and without interest.

Section 15: Bond Covenants

A. *Maintenance and Operation*. The City shall at all times maintain, preserve and keep the System in good repair, working order and condition and will from time to time make all necessary and proper repairs, renewals, replacements, extensions and betterments thereto, so that at all times the business carried on in connection therewith will be properly and advantageously conducted, and the City will at all times operate or cause to be operated said properties of the System and the business in connection therewith in an efficient manner and at a reasonable cost.

B. *Rate Covenant*. The City will establish, maintain and collect such rates and charges, which shall be fair and nondiscriminatory, for service of its System as will maintain the Rate Covenant for so long as any Parity Bonds are outstanding.

C. *Maintain Revenue Fund Balance*. After making or providing for the payments from the Revenue Fund as required by Section 9 hereof, there shall be maintained in the Revenue Fund sufficient money to enable the City to meet the Costs of Maintenance and Operation of the System on a current basis.

D. *Sale or Disposition of the System*. The City will not sell or otherwise dispose of the System in its entirety unless simultaneously with such sale or other disposition, provision is made for the payment into the Revenue Bond Fund of cash or Government Obligations sufficient together with interest to be earned thereon to pay the principal of and interest on the then-outstanding Parity Bonds, nor will it sell or otherwise dispose of any part of the useful operating properties of the System unless such facilities are replaced or provision is made for payment into the Revenue Bond Fund of the greatest of the following:

(1) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (defined as the total amount of the Parity Bonds less the amount of cash and investments in the Revenue Bond Fund and accounts therein) that the Revenue from the portion of the System sold or disposed of for the preceding year bears to the total Net Revenue for such period; or

(2) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (as defined above) that the Net Revenue from the portion of the System sold or disposed of for the preceding year bears to the total Net Revenue for such period; or

(3) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (as defined above) that the depreciated cost value of the facilities sold or disposed of bears to the depreciated cost value of the entire System immediately prior to such sale or disposition.

The proceeds of any such sale or disposition of a portion of the properties of the System (to the extent required above) shall be paid into the Revenue Bond Fund.

Notwithstanding any other provision of this subsection D, the City may sell or otherwise dispose of any of the works, plant, properties and facilities of the System or any real or personal property comprising a part of the same which shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the System, or no longer necessary, material to or useful in such operation, without making any deposit into the Revenue Bond Fund.

E. *Liens or Encumbrances*. The City will not at any time create or permit to accrue or to exist any lien or other encumbrance or indebtedness upon the System or the Revenue of the System, or any part thereof, prior or superior to the lien thereon for the payment of the Parity Bonds, and will pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the Revenue of the System, or any part thereof, or upon any funds in the hands of the City, prior to or superior to the lien of the Parity Bonds, or which might impair the security of the Parity Bonds.

F. *Insurance*. The City will keep the works, plants and facilities comprising the System insured, and will carry such other insurance, with responsible insurers, with policies payable to the City, against risks, accidents or casualties, at least to the extent that insurance is usually carried by private corporations operating like properties, or will implement a self-insurance program with reserves adequate, in the judgment of the Council, to protect the City and the holders of Parity Bonds against loss. In the event of any loss or damage, the City will promptly repair or replace the damaged portion of the insured property and apply the proceeds of any insurance policy for that purpose; or in the event the City should determine not to repair or reconstruct such damaged portion of the properties of the System, the proceeds of such insurance shall be paid into any Reserve Account to the extent that such transfer shall be necessary to make up any deficiency in said Reserve Account and the balance, if any, shall, at the option of the City, be used either for repairs, renewals, replacements, or capital additions to the System, for the redemption of Parity Bonds, or for deposit into the Revenue Bond Fund.

G. *Books and Accounts*. The City shall keep proper books of account in accordance with any applicable rules and regulations prescribed by the State of Washington. The City shall prepare, and any owner or holder of Parity Bonds may, upon written request, obtain copies of, balance sheets and profit and loss statements showing in reasonable detail the financial condition of the System as of the close of each year, and the income and expenses of such year, including the amounts paid into the Revenue Fund, the Revenue Bond Fund, and into any and all special funds or accounts created pursuant to the provisions of this Ordinance, and the amounts expended for maintenance, renewals, replacements, and capital additions to the System.

H. *Additions and Improvements.* The City will not expend any of the revenues derived by it from the operation of the System or the proceeds of any indebtedness payable from the Revenue of the System for any extensions, betterments or improvements to the System that are not legally required or economically sound, and that will not properly and advantageously contribute to the conduct of the business of the System in an efficient manner.

I. *Collection and Application of ULID Assessments.* As long as the Parity Bonds remain outstanding, all ULID Assessments shall be paid into the Revenue Bond Fund and shall be used to pay and secure the payment of the principal of and interest on the Parity Bonds. Nothing in this Ordinance or this section shall be construed to prohibit the City from issuing water, wastewater or water and wastewater system revenue bonds junior in lien to the Bond and pledging as security for their payment assessments levied in any ULID which may have been specifically created to pay part of the cost of improvements to the System for which those junior lien bonds were specifically issued.

J. *Collection of Delinquent ULID Assessments.* The City will, on or before April 1 of each calendar year, determine all ULID Assessments or installments thereof that are delinquent and will take all necessary action to enforce payment of such ULID Assessments, including real property foreclosure actions pursuant to applicable law, or its successor statute, if any, against the property owners whose ULID Assessments are delinquent.

K. *No Free Service.* Unless permitted by law or City policy, the City will not furnish or supply or permit the furnishing or supplying of any commodity, service or facility furnished by or in connection with the operation of the System, free of charge to any person, firm or corporation, public or private, so long as the Bond is outstanding and unpaid.

Section 16: Issuance of Future Parity Bonds

A. *Conditions upon the Issuance of Future Parity Bonds.* The City hereby reserves the right to issue Future Parity Bonds, which shall constitute a charge and lien upon the Revenue of the System equal to the lien thereon of the Bond. Except as provided in subsection (C) below, the City shall not issue any series of Future Parity Bonds or incur any additional indebtedness with a parity lien or charge on Net Revenues (i.e., on a parity of lien with Parity Bonds at the time outstanding) unless:

(1) the City shall not have been in default of its Rate Covenant for the immediately preceding fiscal year, without regard to transfers from the Coverage Stabilization Account;

(2) the ordinance authorizing the issuance of such Future Parity Bonds shall include the covenants provided in Section 15(B) hereof; and

(3) there shall have been filed a certificate (prepared as described in subsection (C) or (D) below) demonstrating fulfillment of the Parity Requirement, commencing with the first full fiscal year following the date on which any portion of interest on the series of Future Parity Bonds then being issued no longer will be paid from the proceeds of such series of Future Parity Bonds.

B. *No Certificate Required.* The certificate described in the foregoing subsection (A)(3) shall not be required as a condition to the issuance of Future Parity Bonds:

(1) if the Future Parity Bonds being issued are for the purpose of refunding outstanding Parity Bonds; or

(2) if the Future Parity Bonds are being issued to pay costs of construction of facilities of the System for which Future Parity Bonds have been issued previously and the principal amount of such Future Parity Bonds being issued for completion purposes does not exceed an amount equal to an aggregate of 15% of the principal amount of Future Parity Bonds theretofore issued for such facilities and reasonably allocable to the facilities to be completed as shown in a written certificate of the Designated Representative, and there is delivered a Designated Representative's certificate stating that the nature and purpose of such facilities has not materially changed.

C. *Certificate of the City Without A Consultant.* If required pursuant to the foregoing subsection (A)(3), a certificate may be delivered by the City (executed by the Designated Representative) without a Consultant if Net Revenues for the Base Period conclusively demonstrate that the Parity Requirement will be fulfilled commencing with the first full fiscal year following the date on which any portion of interest on the series of Future Parity Bonds then being issued will not be paid from the proceeds of such series of Future Parity Bonds.

D. *Certificate of a Consultant.* Unless compliance with the requirements of subsection (A)(3) have been otherwise satisfied (as provided in subsection (B) or (C) above), compliance with the Parity Requirement shall be demonstrated conclusively by a certificate of a Consultant.

In making the computations of Net Revenues for the purpose of certifying compliance with the Parity Requirement, the Consultant shall use as a basis the Net Revenues (which may be based upon unaudited financial statements of the City if the audit has not yet been completed) for the Base Period. Such Net Revenues shall be determined by adding the following:

(1) The historical net revenue of the City for the Base Period being issued as determined by a Consultant.

(2) The net revenue derived from those customers of the City that have become customers during such 12-month period or thereafter and prior to the date of such certificate, adjusted to reflect a full year's net revenue from each such customer to the extent such net revenue was not included in (1) above.

(3) The estimated annual net revenue to be derived from any person, firm, association, private or municipal corporation under any executed contract for service, which net revenue was not included in any of the sources of net revenue described in this subsection (D).

(4) The estimated annual net revenue to be derived from the operation of any additions or improvements to or extensions of the City under construction but not completed at the time of such certificate and not being paid for out of the proceeds of sale of such Future Parity Bonds being issued, and which net revenue is not otherwise included in any of the sources of net revenue described in this subsection (D).

(5) The estimated annual net revenue to be derived from the operation of any additions and improvements to or extensions of the City being paid for out of the proceeds of sale of such Future Parity Bonds being issued.

In the event the City will not derive any revenue as a result of the construction of the additions, improvements or extensions being made or to be made to the System within the provisions of subparagraphs (4) and (5) immediately above, then the estimated normal Costs of Maintenance and Operation (excluding any transfer of money to other funds of the City and license fees, taxes and payments in lieu of taxes payable to the City) of such additions, improvements and extensions shall be deducted from estimated annual net revenue.

The words "historical net revenue" or "net revenue" as used in this subsection (D) shall mean the Revenue of the System or any part or parts thereof less the normal expenses of maintenance and operation of the System or any part or parts thereof, but before depreciation. Such "historical net revenue" or "net revenue" shall be adjusted to reflect the rates and charges effective on the date of such certificate if there has been any change in such rates and charges during or after such 12-consecutive-month period.

E. *Junior Liens*. Nothing herein contained shall prevent the City from issuing revenue bonds or other obligations that are a charge upon the Revenue of the System junior or inferior to the payments required by this Ordinance to be made out of such Revenue into the Revenue Bond Fund and accounts therein to pay and secure the payment of any outstanding Parity Bonds.

F. *Refunding to Avoid Default*. Nothing herein contained shall prevent the City from issuing revenue bonds to refund maturing Parity Bonds for the payment of which money is not otherwise available.

Section 17: Amendments to Ordinance

A. *Amendments Not Requiring Registered Owner Consent.* The Council may adopt at any time ordinances supplemental hereto, which ordinances thereafter shall become a part of this Ordinance, for any one or more of all of the following purposes:

(1) to add to the covenants and agreements of the City in this Ordinance, other covenants and agreements thereafter to be which do not adversely affect the interests of the holder of the Bond, or to surrender any right or power herein reserved.

(2) to make such provisions for the purpose of curing any ambiguities or of curing, correcting or supplementing any defective provision contained in this Ordinance in regard to matters or questions arising under such Ordinance as the Council

may deem necessary or desirable and not inconsistent with such Ordinance and which shall not adversely affect the interest of the holder of the Bond.

Any such supplemental ordinance may be adopted without the consent of the Registered Owners of the Outstanding Bond, notwithstanding any of the provisions of subsection B of this Section.

B. *Amendments Requiring Registered Owner Consent.* With the consent of the holder of the Bond, the Council may pass an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Ordinance or of any supplemental ordinance; provided, however, that no such supplemental ordinance shall:

(1) extend the fixed maturity of the Bond, or reduce the rate of interest thereon, or extend the time of payment of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof without the consent of the holder of the Bond so affected; or

(2) have an adverse effect on the terms of the CWIFP Credit Agreement.

It shall not be necessary for the consent of bondholders under this subsection B to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

C. *Effect of Supplemental Ordinances.* Upon the passage of any supplemental ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City under this Ordinance and the holder of the Bond outstanding hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modification and amendments, and all terms and conditions of any such supplemental ordinance shall be deemed to be part of the terms and conditions of this Ordinance for any and all purposes.

Section 18: Sale and Delivery of the Bond and Taking of Other Actions Authorized

The Council hereby authorizes and directs each of the Mayor, the Chief Financial Officer, the Director of the Public Works Division, the City Clerk, the Treasurer, the Municipal Advisor and Bond Counsel, to prepare, execute and deliver the Bond to the CWIFP Lender and for the proper application and use of the proceeds of the sale thereof, including executing such certificates and receipts as may be necessary to properly document the issuance of the Bond.

In addition, the Mayor, the Chief Financial Officer, the Director of the Public Works Division, the City Clerk, the Treasurer, the Municipal Advisor and Bond Counsel, are hereby authorized by the Council to execute and deliver such other certificates, agreements and documents, and to take such other actions on behalf of the City as may be reasonable and necessary:

A. to facilitate the issuance and sale of the Bond; and

B. in connection with any matters related thereto, until the final maturity date of the Bond or prepayment, whichever occur first.

Section 19: Covenant to Provide Ongoing Disclosure

The City covenants to provide the CWIFP Lender with such reporting and financial or other information as required under the CWIFP Credit Agreement.

Section 20: Contract; Severability

All the covenants, promises and agreements in this Ordinance contained by or on behalf of the City, or by or on behalf of the Registrar, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

If any one or more of the covenants or agreements provided in this Ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenants or agreements shall be null and void and shall be deemed separable from the remaining covenants and agreements in this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance or of the Bond.

Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon or give to any person other than the City, the Registrar and the Registered Owners any rights, remedies or claims under or by reason of this Ordinance or any covenant, condition or stipulation thereof; and all of the covenants, stipulations, promises and agreements in this Ordinance contained by or on behalf of the City shall be for the sole and exclusive benefit of the City, the Registrar and the Registered Owners.

Section 21: No Personal Recourse

No recourse shall be had for any claim based on this Ordinance or Bond against any Council member, officer or employee, past, present or future, of the City or of any successor body as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

Section 22: Ratification

All actions not inconsistent with the provisions of this Ordinance heretofore taken by the Council and the City's employees with respect to the adoption of this Ordinance and the issuance, sale and delivery of the Bond, are hereby in all respects ratified, approved and confirmed.

Section 23: Repealer

All ordinances or resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and shall have no further force or effect.

Section 24: Effective Date

This Ordinance shall become effective 30 days following its enactment.

PASSED by the City Council of the City of Spokane, Washington, at a regular meeting thereof, held on September 30, 2026.

CITY OF SPOKANE

Spokane County, Washington

_____

Betsy Wilkerson, Council President

_____

Lisa Brown, Mayor

ATTEST:

_____

Giacobbe Byrd, City Clerk

(S E A L)

APPROVED AS TO FORM:

_____

City Attorney

_____

Tanya Lawless, Bond Counsel

* *

C E R T I F I C A T E

I DO HEREBY CERTIFY that I am the duly chosen, qualified and acting Clerk of the City of Spokane, Washington (the "**City**"), and keeper of the records of the City Council (the "**Council**"); and

I HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. _____ of the City (the "**Ordinance**"), as finally passed at a regular meeting of the Council held on the 30th day of September, 2026, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of September 2026.

_____

City Clerk

EXHIBIT "A"

[Form of Bond]

R-1

STATE OF WASHINGTON
CITY OF SPOKANE
WATER AND WASTEWATER SYSTEM REVENUE BOND, SERIES 2027
(TAXABLE CWIFP LOAN)

UPRIVER DAM PROJECT

(CWIFP ID – [___])

Interest Rate	Final Maturity Date	Dated Date	CWIFP CUSIP
[____]%, subject to the Default Rate (as defined and in accordance with the CWIFP Credit Agreement)	**[___]**, subject to adjustment as set forth in the CWIFP Credit Agreement	[___]	[___]

Registered Owner	**UNITED STATES DEPARTMENT OF THE ARMY, acting by and through the UNITED STATES ARMY CORPS OF ENGINEERS**
Maximum Principal Amount	**$34,680,800**

CITY OF SPOKANE, a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington (the "**Borrower**"), for value received, hereby promises to pay to the order of the **UNITED STATES DEPARTMENT OF THE ARMY**, acting by and through the **UNITED STATES ARMY CORPS OF ENGINEERS**, or its assigns (the "**CWIFP Lender**"), the lesser of (x) the Maximum Principal Amount set forth above or (y) the aggregate unpaid principal amount of all Disbursements made by the CWIFP Lender (such lesser amount, being hereinafter referred to as the "**Outstanding Principal Sum**"), together with accrued and unpaid interest (including, if applicable, interest at the Default Rate, as defined in the CWIFP Credit Agreement) on the Outstanding Principal Sum and all fees, costs and other amounts payable in connection therewith, all as more fully described in that certain CWIFP Credit Agreement, dated as of the date hereof, between the CWIFP Lender and the Borrower (the "**CWIFP Credit Agreement**"). All capitalized terms used in this CWIFP Bond and not defined herein shall have the meanings set forth in the CWIFP Credit Agreement.

The CWIFP Debt Service hereof shall be payable in the amounts, manner and on the Payment Dates as set forth in the CWIFP Loan Amortization Schedule in accordance with the

CWIFP Credit Agreement (which CWIFP Loan Amortization Schedule may be revised from time to time in accordance with the CWIFP Credit Agreement and which CWIFP Loan Amortization Schedule, as so modified, is incorporated in and is a part of this CWIFP Bond), until paid in full. The CWIFP Lender is hereby authorized to modify the CWIFP Loan Amortization Schedule from time to time to reflect the amount of each Disbursement made thereunder and the date and amount of principal or interest paid by the Borrower thereunder and otherwise in accordance with the terms of the CWIFP Credit Agreement. Absent manifest error, the CWIFP Lender's determination of such matters as set forth on the CWIFP Loan Amortization Schedule to the CWIFP Credit Agreement shall be conclusive evidence thereof; provided, however, that neither the failure to make any such recordation nor any error in such recordation shall affect in any manner the Borrower's obligations hereunder or under any other CWIFP Loan Document.

Payments hereon are to be made in accordance with Section 7(b) (*Manner of Payment*) and Section 29 (*Notices*) of the CWIFP Credit Agreement as the same become due. Principal of and interest on this CWIFP Bond shall be made in Dollars and in immediately available funds (without counterclaim, offset or deduction). Any payment in respect of the CWIFP Bond shall be treated as a payment in respect of the CWIFP Loan and any prepayment of principal in respect of the CWIFP Loan shall be treated as a redemption in respect of the CWIFP Bond. If the Final Maturity Date is adjusted in accordance with the CWIFP Credit Agreement, the due date of this CWIFP Bond shall be deemed to be amended to change the due date to such revised Final Maturity Date without any further action required on the part of the Borrower or the CWIFP Lender and such amendment shall in no way amend, modify or affect the other provisions of this CWIFP Bond without the prior written agreement of the CWIFP Lender. Any such amendment shall be reflected in a revised CWIFP Loan Amortization Schedule.

This CWIFP Bond has been executed under and pursuant to the CWIFP Loan Documents and is issued to evidence the obligation of the Borrower under the CWIFP Loan Documents to repay the loan made by the CWIFP Lender and any other payments of any kind required to be paid by the Borrower under the CWIFP Credit Agreement or the other CWIFP Loan Documents referred to therein. Reference is made to the CWIFP Credit Agreement for all details relating to the Borrower's obligations hereunder. This Bond is issued as a private placement to the CWIFP Lender and has not been registered under the Securities Act of 1933 or any state securities laws.

Payment of the obligations of the Borrower under this CWIFP Bond is payable from the Revenue Bond Fund and secured pursuant to Ordinance No. _____, adopted by the City Council of the Borrower on September __, 2026 (the "**CWIFP Ordinance**") by the Pledged Collateral. This CWIFP Bond is a Parity Bond (as such term is defined in the CWIFP Ordinance), entitled to all of the benefits of a Parity Bond under the CWIFP Ordinance. The Lien on the Pledged Collateral securing this CWIFP Bond for the benefit of the CWIFP Lender is (i) on a parity in right of payment and right of security to the Lien on the Pledged Collateral in favor of the Parity Obligations and (b) senior in right of payment and right of security to the Lien on the Pledged Collateral in favor of the Subordinated Obligations. This CWIFP Bond is not a general obligation of the Borrower.

This CWIFP Bond may be prepaid at the option of the Borrower in whole or in part, without penalty or premium, in accordance with Section 8 (*Prepayment*) of the CWIFP Credit Agreement.

Any delay on the part of the CWIFP Lender in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted with respect to one default shall not operate as a waiver in the event of any subsequent default.

All acts, conditions and things required by the Constitution and laws of the State to happen, exist and be performed precedent to and in the issuance of this CWIFP Bond have happened, exist and have been performed as so required. This CWIFP Bond is issued with the intent that the federal laws of the United States of America shall govern its construction to the extent such federal laws are applicable and the internal laws of the State shall govern its construction to the extent such federal laws are not applicable.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, City of Spokane has caused this CWIFP Bond to be executed in its name and its seal to be affixed hereto and attested by its duly authorized officer, all as of the Effective Date set forth above.

CITY OF SPOKANE, WASHINGTON

By_____
Mayor

[SEAL]

ATTEST:

_____
City Clerk

CERTIFICATE OF AUTHENTICATION

This CWIFP Bond is the City of Spokane Water and Wastewater System Revenue Bond, Series 2027 (Taxable CWIFP Loan), dated _____, 2026, described in the CWIFP Ordinance.

CITY OF SPOKANE, WASHINGTON

By_____
Treasurer, as Registrar

(FORM OF ASSIGNMENT)

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED EXCEPT AS PERMITTED UNDER THE CWIFP CREDIT AGREEMENT.

FOR VALUE RECEIVED, the Undersigned hereby unconditionally sells, assigns, and transfers unto

(*Please Insert Social Security or other identifying number of Assignee(s)*):

the within CWIFP Bond and all rights thereunder.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within note in every particular, without alteration or enlargement or any change whatever.

[End of Form of Bond]

EXHIBIT "B"

FORM OF CWIFP CREDIT AGREEMENT

[TO BE ATTACHED]

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	9/1/2026
		Clerk's File #	CPR 2015-0034
		Cross Ref #	
Council Meeting Date: 09/23/2026		**Project #**	
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	ZACK ZAPPONE 625-6256	**Requisition #**	
Contact E-Mail	ZZAPPONE@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF JIM LEIGHTY TO OFFICE OF THE POLICE OMBUDS		

Agenda Wording

Appointment of Jim Leighty to Office of the Police Ombuds Commission

Summary (Background)

CM Zack Zappone and CM Kitty Klitzke are recommending the appointment of Jim Leighty to his first full term, to serve from September 15, 2026 to September 14, 2029. Mr. Leighty will serve as the representative of City Council District 3 pursuant to SMC 04.32.150. The Office of the Police Ombuds Commission ("OPOC" or "Commission") supervises and provides direction to the Office of the Police Ombuds ("OPO"). The OPO and the OPOC provide impartial oversight of the Spokane Police Department. In that capacity, the OPOC evaluates police policies, training, and promotes best practices, and is the independent voice of the residents of Spokane to facilitate public confidence in the professionalism and accountability of the employees of the Spokane Police Department.

What impacts would the proposal have on historically excluded communities?

Not applicable

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

Not applicable

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

Not applicable

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 fulfils the OPO Commission requirements of SMC 04.32.150.

Council Subcommittee Review

None.

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	
zzappone@spokanecity. org	kklitzke@spokanecity.org
amcdaniel@spokanecity.org	blogue@spokanecity.org
ccoty@spokanecity,org	

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/23/2026

Date Rec'd	9/2/2026		
Clerk's File #	OPR 2022-0162		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	
Contact Name/Phone	REINER 509-625-7821	**Requisition #**	VALUE BLANKET
Contact E-Mail	RHERSHAW@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AMEND DUCTILE IRON SERVICE SADDLES VALUE BLANKET		

Agenda Wording

Amending the last year of a five-year value blanket with Core & Main (Spokane Valley, WA) for the purchase of ductile iron service saddles from $80,000.00 to $130,000.00

Summary (Background)

Original VB was for $80,000.00 annually for a five-year period. Amend the final year of the VB from $80,000.00 to $130,000.00. Request for Quotes #5587-22 was issued on 1/21/22 via the City's electronic bidding portal to more than 50 contacts. Two quotes were received by closing deadline on 2/4/22. Award is recommended to Core & Main (Spokane Valley, WA) as the low responsive, responsible bidder.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers, and we are committed to delivering work that is both financially and environmentally responsible.

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	$ 490,000.00
Current Year Cost	$ 130,000.00
Subsequent Year(s) Cost	$ 360,00.00

Narrative

Amount		**Budget Account**
Expense	$ 130,000.00	# 4100-42440-94340-56595-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

4100-42440-94340-56595-99999 INVENTORY PURCHASES FOR WATER

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head	HOPKINS, LEON	**PURCHASING**	PRINCE, THEA
Division Director	AVERYT, CHRIS		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Kevin Hoglund kevin.hoglund@coreandmain.com	rhershaw@spokanecity.org
lhopkins@spokanecity.org	tprince@spokanecity.org
tlester@spokanecity.org	nrussell@spokanecity.org
rrpenaluna@spokanecity.org	

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	9-8-26
Submitting Department	Water & Hydroelectric Services
Contact Name	Reiner Hershaw
Contact Email & Phone	rhershaw@spokanecity.org 509-625-7821
Council Sponsor(s)	Klitzke, Wilkerson, Zappone
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Amend Ductile Iron Service Saddles Value Blanket
Proposed Council Action	☐ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	**Summary (Background)** Original VB was for $80,000.00 annually for a five-year period. Amend the final year of the VB from $80,000.00 to $130,000.00. Request for Quotes #5587-22 was issued on 1/21/22 via the City's electronic bidding portal to more than 50 contacts. Two quotes were received by closing deadline on 2/4/22. Award is recommended to Core & Main (Spokane Valley, WA) as the low responsive, responsible bidder.

Fiscal Impact

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

Total Cost:$490,000.00 5-Year VB

Current year cost: $130,000.00

Previous year(s) cost: $360,000.00

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: Program revenue

Is this funding source sustainable for future years, months, etc? 4100-42440-94340-56595-99999 INVENTORY PURCHASES FOR WATER

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.

- 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.

Agenda Sheet for City Council Meeting of: 03/14/2022		Date Rec'd	2/9/2022
		Clerk's File #	OPR 2022-0162
		Renews #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Cross Ref #**	
Contact Name/Phone	LOREN SEARL 625-7851	**Project #**	
Contact E-Mail	LSEARL@SPOKANECITY.ORG	**Bid #**	5587-22
Agenda Item Type	Purchase w/o Contract	**Requisition #**	VALUE BLANKET
Agenda Item Name	4100 DUCTILE IRON SERVICE SADDLES VALUE BLANKET		

Agenda Wording

Value blanket with Core & Main (Spokane Valley, WA) for purchase of ductile iron service saddles on an as-needed basis.

Summary (Background)

The Water department requires these products in a range of sizes for new and maintenance projects. This order supports the competitive procurement of both import and domestic product according to project. Award is recommended to Core & Main as the low responsive, responsible bidder. This value blanket will be valid for a five-year term with no renewal options. Annual spend is estimated at $80,000 including tax; total expense shall be based on the unit prices accepted and the volume purchased.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 80,000.00	# 4100-42440-94340-56595-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	SEARL, LOREN	Study Session\Other	PIES 2/28/22
Division Director	FEIST, MARLENE	Council Sponsor	CM KINNEAR
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	ODLE, MARI	sjohnson@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing	PRINCE, THEA		

Approved by Spokane City Council on: 03/14/2022

Terri Pfister
Terri Pfister (Mar 15, 2022 11:03 PDT)

City Clerk

Committee Agenda Sheet

Public Infrastructure, Environment, & Sustainability Committee

Submitting Department	Water & Hydroelectric Services
Contact Name & Phone	Loren Searl – 509.625.7851
Contact Email	lsearl@spokanecity.org
Council Sponsor(s)	Councilmember Kinnear
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested: N/A
Agenda Item Name	Ductile Iron Service Saddles Value Blanket
Summary (Background)	The Water department requires ductile iron service saddles in a range of sizes for a variety of new and maintenance projects. At times, these saddles must be certified domestic (American-Made) to comply with WSDOT specifications. This value blanket supports the competitive procurement of both import and domestic product according to project. All items are purchased on an as-needed basis, with no minimum obligation. This procurement saves taxpayer dollars by leveraging volume discounts and reduces product lead times by satisfying competition requirements. Request for Quotes #5587-22 was issued on 1/21/22 via the City's electronic bidding portal to more than 50 contacts. Two quotes were received by closing deadline on 2/4/22. Award is recommended to Core & Main (Spokane Valley, WA) as the low responsive, responsible bidder. This value blanket will be valid for a five-year term with no renewal options. Annual spend is estimated at $80,000 including sales tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.
Proposed Council Action & Date:	Consent Approval, 3/14/22

Fiscal Impact:

Total Cost: Estimated $80,000.00 annually – actual expenditure dependent on as-needed usage

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

Funding Source ☒ One-time ☐ Recurring

Specify funding source: Water & Hydroelectric Services Warehouse Inventory budget

Expense Occurrence ☒ One-time ☐ Recurring

Other budget impacts: None

Operations Impacts

What impacts would the proposal have on historically excluded communities? None

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? Expenses will be processed through the value blanket in the City's FMS system to track usage and support annual volume discount negotiations. Should usage drop off, the City retains the right to cancel the value blanket agreement as appropriate.
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 procurement complies with City Purchasing polices and supports responsible expenditure of taxpayer dollars.

CITY OF SPOKANE - WATER & HYDROELECTRIC SERVICES
914 E. North Foothills Drive
Spokane, Washington 99201

QUOTE TABULATION

Quote Number	5587-22
Description	Ductile Iron Service Saddles - Value Blanket

Product	Consolidated Supply Co.	Core & Main
City #S1319-04x01, 4" x 1" Qty. 1	$ 85.24	$ 85.25
City #S1319-04x02, 4" x 2" Qty. 20	$ 1,933.60	$ 1,933.60
City #S1319-06x01, 6" x 1" Qty. 120	$ 11,408.40	$ 11,160.00
City #S1319-06x02, 6" x 2" Qty. 30	$ 3,213.30	$ 3,213.60
City #S1319-08x01, 8" x 1" Qty. 300	$ 35,811.00	$ 35,034.00
City #S1319-08x02, 8" x 2" Qty. 20	$ 2,654.60	$ 2,654.80
City #S1319-10x01, 10" x 1" Qty. 1	$ 140.10	$ 140.10
City #S1319-10x02, 10" x 2" Qty. 1	$ 160.23	$ 160.24
City #S1319-12x01, 12" x 1" Qty. 60	$ 9,745.80	$ 9,746.40

City #S1319-12x02, 12" x 2" Qty. 16	$ 2,970.08	$ 2,970.24
City #S1319-16x02, 16" x 2" Qty. 1	$ 222.33	$ 222.34
City #S1319-18x02, 18" x 2" Qty. 1	$ 322.79	$ 322.79
City #S1319-20x02, 20" x 2" Qty. 1	$ 361.53	$ 361.54
City #S1319-24x02, 24" x 2" Qty. 1	$ 425.10	$ 425.10
City #S1319-30x02, 30" x 2" Qty. 1	$ 441.14	$ 441.15
Subtotal	$ 69,895.24	$ 68,871.15
Domestic Product		
City #S1319-04x01-D, 4" x 1" Qty. 1	$ 85.24	$ 121.67
City #S1319-04x02-D, 4" x 2" Qty. 1	$ 96.68	$ 132.84
City #S1319-06x01-D, 6" x 1" Qty. 1	$ 95.07	$ 131.27
City #S1319-06x02-D, 6" x 2" Qty. 1	$ 107.11	$ 143.05
City #S1319-08x01-D, 8" x 1" Qty. 1	$ 119.37	$ 154.35
City #S1319-08x02-D, 8" x 2" Qty. 1	$ 132.73	$ 168.11
City #S1319-10x01-D, 10" x 1" Qty. 1	$ 140.10	$ 175.32
City #S1319-10x02-D, 10" x 2" Qty. 1	$ 160.23	$ 195.02
City #S1319-12x01-D, 12" x 1" Qty. 1	$ 162.43	$ 197.17

City #S1319-12x02-D, 12" x 2" Qty. 1	$ 185.63	$ 219.86
City #S1319-16x02-D, 16" x 2" Qty. 1	$ 222.33	$ 255.77
City #S1319-18x02-D, 18" x 2" Qty. 1	$ 322.79	$ 354.04
City #S1319-20x02-D, 20" x 2" Qty. 1	$ 361.53	$ 391.94
City #S1319-24x02-D, 24" x 2" Qty. 1	$ 425.10	$ 454.12
City #S1319-30x02-D, 30" x 2" Qty. 1	$ 441.14	$ 469.82
Subtotal	$ 3,057.48	$ 3,564.35
All Categories Subtotal	$ 72,952.72	$ 72,435.50
Sales Tax (9%)	$ 6,565.74	$ 6,519.20
TOTAL	**$ 79,518.46**	**$ 78,954.70**

Product Lead Time Business Days ARO	15	45
Domestic Product Lead Time Business Days ARO	30	45

PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION.
CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS.

OPR 2022-0162 - 3-14-2022 - PURCHASE - CORE MAIN - 3-14-2022 - - VALUE BLANKET CORE MAIN PURCHASE DUCTILE IRON SERVICE SADDLES AS NEEDED SPONSOR KINNEAR

Final Audit Report 2022-03-15

Created:	2022-03-15
By:	Jillann Hansen (jehansen@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAik-DnWIcmGUKZNj83VhSGuvRerzBiLSp

"OPR 2022-0162 - 3-14-2022 - PURCHASE - CORE MAIN - 3-14-2022 - - VALUE BLANKET CORE MAIN PURCHASE DUCTILE IRON SERVICE SADDLES AS NEEDED SPONSOR KINNEAR" History

Document created by Jillann Hansen (jehansen@spokanecity.org)
2022-03-15 - 4:58:56 PM GMT- IP address: 198.1.39.252

Document emailed to Terri Pfister (tpfister@spokanecity.org) for signature
2022-03-15 - 4:59:54 PM GMT

Email viewed by Terri Pfister (tpfister@spokanecity.org)
2022-03-15 - 6:03:00 PM GMT- IP address: 198.1.39.252

Document e-signed by Terri Pfister (tpfister@spokanecity.org)
Signature Date: 2022-03-15 - 6:03:18 PM GMT - Time Source: server- IP address: 198.1.39.252

Agreement completed.
2022-03-15 - 6:03:18 PM GMT

Adobe Sign

License Information:

New search Back to results

Entity name: CORE & MAIN LP

Business name: CORE & MAIN, LP

Entity type: Limited Partnership

UBI #: 602-456-211

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1215 N BRADLEY RD
SPOKANE VALLEY WA 99212-1184

Mailing address: PO BOX 80600
INDIANAPOLIS IN 46280-0600

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Spokane General Business - Non-Resident	T12051002BUS			Active	Dec-31-2026	Oct-15-2012
Spokane Valley General Business				Active	Dec-31-2026	Feb-22-2005

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CORE & MAIN INTERMEDIATE GP, LLC	
CORE & MAIN MIDCO, LLC	

Registered Trade Names

Registered trade names	Status	First issued

Registered trade names	Status	First issued
CORE & MAIN, LP	Active	Apr-16-2018
GEM FAB & SUPPLY	Active	Jul-24-2019
GEM FABRICATION & SUPPLY	Active	Jul-24-2019

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 8/31/2026 9:30:49 AM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/23/2026

Date Rec'd	8/17/2026
Clerk's File #	OPR 2024-0927
Cross Ref #	
Project #	

Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	RFQ 6237-24
Contact Name/Phone	TRACE 625-6524	**Requisition #**	CR 28922
Contact E-Mail	TBRADBURN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CONTRACT RENEWAL FOR TRANSPORTATION OF LANDFILL TOPSOIL		

Agenda Wording

Contract renewal 2 of 2 with Action Materials (Spokane, WA) for transportation of topsoil to the Northside Landfill from 11/15/2026 - 11/14/2027 and a total cost not to exceed $65,000.00, plus tax.

Summary (Background)

The City's Northside Landfill requires topsoil for use as a cover material for the active municipal solid waste cell. American Recycling has a large amount of soil that can be used for this purpose. The soil is obtained at no cost, but Solid Waste Disposal would need to haul the soil. RFQ 6237-25 was issued for this hauling service and Action Materials was the low cost bidder. The initial contract was for one year with two additional one-year renewals allowed. This will be the final renewal.

What impacts would the proposal have on historically excluded communities?

No impacts are identified. 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 all solid waste customers and are committed to being financially and environmentally responsible.

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

This routine purchase is designed to manage costs and continue to provide solid waste services in support of all ratepayers. It will not impact race, gender identity, national origin, income level, disability, sexual orientation or other existing disparities.

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

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

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

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

Council Subcommittee Review

Not Applicable

Fiscal Impact

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

Narrative

This is a routine contractual services expense that is planned for annually in the Northside Landfill's budget. The funds are only utilized as-needed.

Amount		Budget Account
Expense	$ 65,000.00	# 4530-44800-53748-54201
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	

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

Approvals		Additional Approvals	
Dept Head	BRADBURN, TRACE	**PURCHASING**	PRINCE, THEA
Division Director	AVERYT, CHRIS		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List

Caleb Rogne, caleb@actionmaterials.net	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

City Clerk's No. 2024-0927

City of Spokane

CONTRACT RENEWAL
2 of 2

Title: DUMP TRUCK SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ACTION MATERIALS, INC.**, whose address is 8579 West Westbow Blvd., Spokane, Washington 99224 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Dump Truck Services for Transport of Topsoil for the Waste to Energy Facility; and,

WHEREAS, the initial contract provided for 4 additional one-year renewals, with this being the second of those renewals.

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

1. CONTRACT DOCUMENTS.
The original Contract, dated November 7, 2024 and November 8, 2024, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.
This Contract Renewal shall become effective on November 15, 2026 and shall run through November 14, 2027.

3. COMPENSATION.
The City shall pay an estimated maximum annual cost not to exceed **SIXTY-FIVE THOUSAND AND NO/100 DOLLARS** (**$65,000.00**), plus tax, in accordance with Company's July 7, 2026 Letter, 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 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.

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.

ACTION MATERIALS, 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
Company's July 7, 2026 Rate Increase Letter

26-198

ATTACHMENT
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)

P.O. Box 19425 □ Spokane, WA 99219 □ (509) 443-6230 □ (509) 443-6234 Fax

July 7, 2026

To Whom It May Concern,

Action Materials is requesting a price increase on our current Dump Truck services for Transport of Topsoil for the City of Spokane. Attached are our adjusted pricing requests, along with our 2026 contractor Truck rate sheet, which reflects the price increases that have been offered to the public this year.

Based on average diesel prices in the Spokane area, fuel costs alone have increased by approximately 14.7% since November 2024 which was our first year of our agreement. Fuel represents one of the largest variable costs associated with hauling operations.

Despite these increased operating expenses, Action Materials is requesting a modest increase of only $0.75 per ton, representing approximately 5.3% over the current contract rate. This requested adjustment is significantly less than the increase in fuel costs alone and does not fully recover the additional operating costs incurred since the contract began.

The requested adjustment will help offset increased operating expenses while allowing Action Materials to continue providing reliable equipment, experienced drivers, responsive service, and consistent support to the City of Spokane.

Thank you for your time and consideration.

Caleb Rogne

Sales Manager

Caleb@actionmaterials.net

(509)993-4936

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

Dump Truck Services for Transport of Topsoil

Service Contract OPR 2024-0927

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. Price increases will not be considered before the end of the first 12-months of the Contract. 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. A written request for a price adjustment will be considered on anniversary date of contact award, should renewal be exercised. An approved price increase Retroactive price increase adjustments will not be considered.

	Base Year Period	1st Renewal Period	2nd Renewal Period
	11/15/2024 to 11/14/2025	11/15/2025 to 11/14/2026	11/15/2026 to 11/14/2027
All-inclusive Unit Price per -Ton for Transport of Topsoil from American Recycling Corp., 6203 E. Mission Ave, Spokane Valley, WA 99212 to Northside Landfill, 7202 Nine Mile Road, Spokane, WA 99208. Unit price should not include tax.	All-inclusive Unit Price per Transported-Ton Unit price should not include tax.	All-inclusive Unit Price per Transported-Ton Unit price should not include tax.	All-inclusive Unit Price per Transported-Ton Unit price should not include tax.
	$14.25	$14.25	$15.00

Action Materials	Base Year Pricing Per was per Action Material RFQ 6237-24 Response.	NAME:	Mr. Caleb Rogne
Mr. Caleb Rogne caleb@actionmaterials.net			
509 993 4936			
DocuSign Point of Contact		SIGNATURE:	Caleb R.
Name: CALEB ROGNE			
Email: CALEB@ACTIONMATERIALS.NET			
Phone 509 919 2025		DATE:	7/7/2026

Client#: 1925162 ACTIOMAT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/24/2026

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

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

PRODUCER
USI Insurance Services, LLC
601 Union Street, Suite 1000
Seattle, WA 98101

CONTACT NAME: Jordynn Crouse
PHONE (A/C, No, Ext): 509-606-0245 FAX (A/C, No): 610-362-8530
E-MAIL ADDRESS: Jordynn.Crouse@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alaska National Insurance Company	38733
INSURER B : Mt. Hawley Insurance Company	37974
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Action Materials Inc
PO Box 19425
Spokane, WA 99219

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	CP1065159	03/04/2026	03/04/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X PD Ded:1,000						MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:						WA Stop Gap	$1,000,000
A	AUTOMOBILE LIABILITY	X	X	CA1065156	03/04/2026	03/04/2027	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	X	X	UM1065157	03/04/2026	03/04/2027	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED X RETENTION $10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Pollution Liab			EGL0014081	03/04/2026	03/04/2027	$1,000,000Lim/$5k ded	
A	Cargo			IM1065163	03/04/2026	03/04/2027	$1,300,000Lim/$2.5kDed	
A	Leased/Rented Equ			IM1065163	03/04/2026	03/04/2027	$550,000Lim/$10kDed	

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

Installation Floater Coverage: IM1065163- 03/04/2026-03/04/2027 $25,000 Jobsite / $2.5kdeductible
The General Liability and Automobile Liability policy(s) includes an automatic Additional Insured endorsement that provides Additional Insured status to the City of Spokane, its Officer, and Employees, only when there is a written contract that requires such status with respects to liability arising out of ongoing and completed operations. The General Liability and Automobile Liability policy(s) contains a special endorsement with (See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gary D. Patterson

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DESCRIPTIONS (Continued from Page 1)

"Primary and Noncontributory" wording, when required by written contract. The General Liability and Automobile Liability policy(s) provides a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.

CopperPoint Insurance Companies

COPPERPOINT • ALASKA NATIONAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

SCHEDULE OF COVERAGES ARE SUMMARIZED BELOW

1. **Miscellaneous Additional Insureds**
   8 additional insured extensions.

   Primary and Noncontributory Insurance

2. **Damage To Premises Rented to You**
   Limit increased to $500,000.

3. **Medical Payments**
   Limits increased to $15,000.
   Reporting period increased to three years from the date of accident.

4. **Non-owned Watercraft**
   Increased to 50 feet.

5. **Supplementary Payments**
   Cost of bail bonds increased to $10,000.
   Daily loss of earnings increased to $500.

6. **Newly Formed Or Acquired Organizations**
   Coverage extended to the end of the policy period or the next anniversary of this policy's effective date.

7. **Liberalization Clause**

8. **Unintentional Failure To Disclose Hazards**

9. **Notice of Occurrence**

10. **Broad Knowledge of Occurrence**

11. **Bodily Injury - Extension of Coverage**

12. **Expected Or Intended Injury**
    Reasonable force - bodily injury or property damage.

13. **Blanket Waiver of Subrogation**
    Waiver of subrogation where required by written contract or written agreement.

14. **In Rem Actions**

15. **Voluntary Property Damage**
    Limits added: $5,000 occurrence, $10,000 aggregate.

1. **MISCELLANEOUS ADDITIONAL INSUREDS**

   Section II Who Is An Insured is amended to include as an additional Insured any person or organization described in Paragraphs **2.a.** through **2.h.** below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However, the written contract or written agreement must be:

   1. Currently in effect or becoming effective during the term of this policy; and

   2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

   Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

   a. **State or Governmental Agency or Subdivision or Political Subdivisions**

Any state or governmental agency or subdivision or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required by any ordinance, law or building code to include as an additional insured on this coverage part is an additional insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" arising out of such operations. The insurance provided to such state or political subdivision does not apply to any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for that state or political subdivision.

b. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) Their financial control of you, or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

c. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Owners or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

f. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

g. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization is an additional insured only with respect to their liability for "bodily injury", "property damage" or "personal and Advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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

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

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires; or

(2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

h. Owners, Lessees or Contractors – Ongoing Operations and Completed Operations

1. Any person or organization for whom you are performing operations or have performed 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; or

c. "Your Work" performed for the additional insured described in Paragraph **1.** or **2.** above and included in the "products-completed operations hazard."

In the performance of your ongoing operations or completed operations for the additional insured described in Paragraph **1**. or **2.** above.

However, the insurance afforded to such additional insured described above:

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.

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

This insurance does not apply to:

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

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

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the

"occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

Primary And Noncontributory Insurance

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

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.

Section III - Limits of Insurance, the following is added:

With respect to the insurance afforded to the additional insureds described in Paragraphs **a.** through h**.** above, the most we will pay on behalf of such additional insured is the amount of insurance:

(1) Required by the contract or agreement; or

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

whichever is less.

This provision shall not increase the applicable Limits of Insurance shown in the Declaration.

2. Damage To Premises Rented to You

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

6. Subject to Paragraph **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

If a limit is shown for Damage to Premises Rented to You the most we will pay under Coverage **A** for damages because or "property damage" to any one premises is the Limit shown in the Declarations or $500,000, whichever is greater.

3. MEDICAL PAYMENTS

A. Section III – Limits of Insurance, Paragraph **7.** is replaced by the following:

7. Subject to Paragraph 5. above the Medical Expense Limit is the most we will pay under **Coverage C** for all medical expenses because of "bodily injury" sustained by any one person.

If a limit is shown for Medical Expense in the Declarations the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the Limit shown in the Declarations or $15,000, whichever is greater.

B. This provision 5. (Medical Payments) does not apply if **Section I - Coverage C Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.

C. Paragraph **1.a.(3)(b) of Section I - Coverage C - Medical Payments**, is replaced by the following:

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

4. NON-OWNED WATERCRAFT

A. If endorsement **CG 21 09, CG 21 10, CG 24 50, or CG 24 51 is attached to the policy, Paragraph A. 2. g. (2) (b)** is replaced by the following:

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

(i) Less than 50 feet long: and

(ii) Not being used to carry persons or property for a charge.

B. If Paragraph **A**. does not apply, Paragraph **g. (2)** of **2. EXCLUSION** under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

(2) A watercraft that 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.

5. SUPPLEMENTARY PAYMENTS

A. Under **Section I - Supplementary Payments - Coverage A** and **B**, Paragraph **1.b**., the limit of $250 shown for the cost of bail bonds is replaced by $10,000;

B. In Paragraph **1.d.,** the limit of $250 shown for daily loss of earnings is replaced by $500.

6. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph **3.a.** of **Section II - Who Is An Insured** is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

7. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

8. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS – Paragraph **6. – Representations** is replaced by the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

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

9. NOTICE OF OCCURRENCE

The following is added to Paragraph **2.** of **Section IV - Commercial General Liability Conditions - Duties In The Event of Occurrence, Offense, Claim or Suit:**

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence", offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence", offense, claim or "suit."

10. BROAD KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph **2.** of **Section IV - Commercial General Liability Conditions - Duties in The Event of Occurrence, Offense, Claim or Suit:**

You must give us or our authorized representative notice of an "occurrence", offense, claim, or "suit" only when the "occurrence", offense, claim or "suit' is known to:

(1) You, if you are an individual

(2) A partner, if you are a partnership;

(3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or

(4) A manager, if you are a limited liability company.

11. EXPANDED BODILY INJURY

Section V - Definitions, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

12. EXPECTED OR INTENDED INJURY

Exclusion **a.** of **Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

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

13. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV - Commercial General Liability Conditions)** is amended by the addition of the following:

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.

14. IN REM ACTIONS

Any action in rem against any vessel owned, operated by or for, or chartered by or for you will be treated in the same manner as though the action were in personam against you.

15. VOLUNTARY PROPERTY DAMAGE

The following is added, **Section I – Coverage A – Bodily Injury and Property Damage Liability 1., Insuring Agreement:**

We will pay, at your request, for "property damage" to property of others while in the care, custody or control of an insured, arising out of your business operations away from your insured premises for which this policy is written and occurring during the policy period.

However, the "property damage" must be the result of unintentional damage or destruction but does not include disappearance, theft, or loss of use.

You agree with us that we shall have no duty to defend any claims and/or "suits" for which the only coverage provided is under this coverage extension.

For the purpose of this coverage only, **Section I – Coverage A – Bodily Injury and Property Damage Liability 2. Exclusions J. (4.) is deleted.**

As respects coverage afforded under Voluntary Property Damage, the following is added to **Section III – Limits of Insurance:**

Regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claims or bringing "suits":

1. Subject to 2. Below, the most we will pay for "property damage" arising from any one "occurrence" arising out of "property damage to property of others caused by you and while in your care, custody or control is $5,000.

2. The most we will pay for the sum of all "property damage" in an annual policy period is $10,000. This amount is part of and not in addition to the General Aggregate Limit described in Paragraph 2. of **Section III – Limits of Insurance**

CopperPoint Insurance Companies

COPPERPOINT • ALASKA NATIONAL

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/04/2026 Policy No. CP1065159 Endorsement No.

Insured Action Materials, Inc. Premium Included

Insurance Company Alaska National Insurance Company Countersigned by

Authorized Representative

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Alaska National INSURANCE COMPANY

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): All Projects
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No. CP1065159

Insured

Endorsement No. 22

Countersigned By _____

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Alaska National INSURANCE COMPANY

STOP GAP - EMPLOYERS LIABILITY COVERAGE ENDORSEMENT - WASHINGTON

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

A. The following is added to **Section I – Coverages:**

Stop Gap – Employers Liability Coverage

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 workers' 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.

c. The damages we will pay, where recovery 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);

(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 **Stop Gap - Employers Liability Coverage** 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:

Section II – Who Is An Insured

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** under **Section IV - Conditions** is 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 is 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

(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, Paragraphs **4.** and **18.** of the **Definitions** section are 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.

18. “Suit” means a civil proceeding in which damages because of “bodily injury by accident” or “bodily injury by disease” to which this insurance applies are alleged. “Suit” includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No. CP1065159

Insured Action Materials Inc.

Endorsement No.

Countersigned By _____

© Insurance Services Office, Inc., 2019

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Various provisions in this endorsement restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS** in the Business Auto Coverage Form.

The coverages provided by this endorsement apply per "accident" and, unless otherwise specified, are subject to all of the terms, conditions, exclusions and deductible provisions of the policy, to which it is attached.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include:

d. Any "employee" of yours while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

e. Any person or organization for whom you have agreed in writing to provide insurance such as is afforded by this Coverage Form, but only with respect to liability arising out of the ownership, maintenance or use of "autos" covered by this policy. If such person or organization has other insurance then this insurance is primary to and we will not seek contribution from the other insurance.

SECTION IV – Business Auto Conditions, Paragraph A. 5. – Transfer of Rights of Recovery Against Others To Us is amended to include:

5. Transfer of Rights of Recovery Against Others to Us

This condition does not apply to any person(s) or organization(s) to the extent that subrogation against that person or organization is waived prior to the "accident" or the "loss" under a contract with that person or organization.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.a. (2) **– Supplementary Payments** is replaced by the following:

(2) Up to $10,000 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.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.a. (4) – **Supplementary Payments** is replaced by the following:

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

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.c. – **Voluntary Property Damage** is added as follows:

c. Voluntary Property Damage

At your written request, we may make a voluntary payment for Property Damage caused by an "insured", but without liability to a third party, up to $25,000. We will not make a Voluntary Property Damage payment to anyone who is an "insured" under this policy.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.2. – **Towing** is replaced by the following:

Towing

We will pay up to $500 for towing and labor costs incurred each time a covered "auto" that is a:

a. Private passenger;

Action Materials, Inc.

b. Truck;

c. Pick-up truck;

d. Panel ; or

e. Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight is disabled. However, the labor must be performed at place of disablement.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.3. – **Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles** is replaced by the following:

Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay the following under Comprehensive Coverage:

a. Glass Breakage;

b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

Glass Repair – Waiver of Deductible

No deductible applies to glass breakage, if the glass is repaired rather than replaced.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.a. – **Transportation Expenses** is replaced by the following:

a. Transportation Expenses

We will pay up to $200 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" that is a:

(1) Private passenger;

(2) Truck;

(3) Pick-up truck;

(4) Panel; or

(5) Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.b. – **Loss of Use Expenses** is replaced by the following:

b. Loss of Use Expenses – Hired, Rented, or Borrowed Automobiles

We will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle hired, rented or borrowed without a driver under a written rental contract or agreement. We will pay for loss of use expenses, if caused by:

(1) Other than Collision, only if the Declarations indicate that Comprehensive Coverage is provided for the vehicle withdrawn from service.

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for the vehicle withdrawn from service.

(3) Collision only if the Declarations indicate that Collision Coverage is provided for the vehicle withdrawn from service.

However, the most we will pay for any expenses for loss of use is $200 per day, to a maximum of $1,500.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.c. – **Non-Transportation Loss of Use Expenses** is added as follows:

c. Non-Transportation Loss of Use Expenses

We will pay up to $2,000 for non-transportation expense incurred by you, because of "loss" to a covered "auto", if caused by:

(1) Other than Collision, only if the Declarations indicate that Comprehensive Coverage is provided for the "auto" withdrawn from service;

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for the "auto" withdrawn from service; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for the "auto" withdrawn from service.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.d. – **Airbag Coverage** is added as follows:

d. Airbag Coverage

We will pay for the cost to repair, replace, or reset an airbag that inflates for any reason other than as a result of a collision, if the Declarations indicate that the covered "auto" has Comprehensive Coverage or Specified Causes of Loss Coverage.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.e. – **Rental Reimbursement Coverage** is added as follows:

e. Rental Reimbursement Coverage

We will pay up to $75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto" that is a:

(1) Private Passenger;

(2) Truck;

(3) Pick-up truck;

(4) Panel; or

(5) Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

(1) 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:

(a) The number of days reasonably required to repair or replace the covered "auto".

(b) 30 days.

(2) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

(3) The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on Rental Reimbursement Coverage Form CA 99 23.

SECTION IV – BUSINESS AUTO CONDITIONS – Paragraph B.2. – Concealment, Misrepresentation Or Fraud is amended by adding **Unintentional Failure to Disclose Hazards** at the end of Paragraph B.2. as follows:

Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form 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.

SECTION IV – BUSINESS AUTO CONDITIONS – Paragraph B.5.b. – **Other Insurance** is replaced by the following:

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

(1) Any covered "auto" you lease, hire, rent, or borrow; and

(2) Any covered "auto"" hired or rented by your "employee" under a contract in 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".

SECTION V – DEFINITIONS – Paragraph C. – **"Bodily injury"** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these. Mental anguish means any type of mental or emotional illness or disease

Action Materials, Inc.

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STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 12, 2025

WA UBI No.	602 478 373
L&I Account ID	089,822-00
Legal Business Name	ACTION MATERIALS INC
Doing Business As	ACTION MATERIALS INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2025 "51 to 75 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	ACTIOMI906D4
License Expiration	03/12/2027

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).

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: ACTION MATERIALS, INC.

Business name: ACTION MATERIALS, INC.

Entity type: Profit Corporation

UBI #: 602-478-373

Business ID: 001

Location ID: 0001

Location: Active

Location address: 8579 W WESTBOW BLVD
BLDG B
SPOKANE WA 99224

Mailing address: PO BOX 19425
SPOKANE WA 99219-9425

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Benton City General Business - Non-Resident	4622			Active	Mar-31-2027	Feb-02-2022
Cheney General Business - Non-Resident	BUS2010-424			Active	Mar-31-2027	Jan-14-2019
Liberty Lake General Business - Non-Resident				Active	Apr-30-2027	May-01-2026
Minor Work Permit				Active	Mar-31-2027	Apr-06-2015
Spokane General Business - Non-Resident	T13084847BUS			Active	Mar-31-2027	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Mar-31-2027	Jun-11-2010
Yakima General Business - Non-Resident				Active	Mar-31-2027	Mar-09-2021

Owners and officers on file with the Department of Revenue

Owners and officers	Title
MATSON, WADE	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 7/15/2026 8:39:16 AM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/23/2026

Date Rec'd	8/19/2026		
Clerk's File #	OPR 2025-0542		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	RFQ 6397-25
Contact Name/Phone	REINER 509-625-7821	**Requisition #**	ITB 6397-25
Contact E-Mail	RHERSHAW@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PAVING SERVICES CONTRACT AMENDMENT		

Agenda Wording

Contract Amendment with Shamrock Paving, Inc (Spokane, WA) for on-call paving services on an as needed basis not to exceed an additional $200,000.00 annually plus tax.

Summary (Background)

The Water department needs a contract to facilitate block-long asphalt repairs on a quick turn basis. ITB 6397-25 opened for bidding on 5-20-25 and bids were accepted until 6-9-25. Four bids were received. Award is correspondingly recommended to Shamrock Paving as the low responsive, responsible bidder. The resulting contract will be valid for three years with one optional annual renewal at mutual consent. This contract amendment adds an additional $200,000.00 to the current $300,000.00 in the contract for a total of 500,000.00 plus tax annually.

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?

Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 500,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$ 500,000.00

Narrative

The Street department has increasingly needed to focus on street bond services and has not been available to complete larger asphalt repairs needed by the Water department. A contract is needed to facilitate block-long repairs on a quick turn basis.

Amount		Budget Account
Revenue	$ 500,000.00	# 4100-42420-34148-54809-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

4100-42420-34148-54809-99999

Expense Occurrence	

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

Approvals		Additional Approvals	
Dept Head	HERSHAW, REINER	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Scott Willms scottw@shamrockpaving.us	rhershaw@spokanecity.org
lhopkins@spokanecity.org	tprince@spokanecity.org
tlester@spokanecity.org	rrpenaluna@spokanecity.org
nrussell@spokanecity.org	

CITY OF SPOKANE

CONTRACT AMENDMENT

Title: **PAVING SERVICES – ON-CALL PUBLIC WORKS MAINTENANCE**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SHAMROCK PAVING, INC.**, whose address is 110 North Hayford Road, Spokane, Washington 99224 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Paving Services – On-Call Public Works Maintenance for the City of Spokane Water & Hydroelectric Department; and

WHEREAS, a change or revision of the Work has been requested, thus, the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated August 21 2025 and August 24, 2025, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on August 18, 2025 and shall run through August 17, 2028.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS** (**$200,000.00**), and applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

SHAMROCK PAVING, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

26-201

License Information:

Entity name:	SHAMROCK PAVING, INC.
Business name:	SHAMROCK PAVING INC.
Entity type:	Profit Corporation
UBI #:	328-031-141
Business ID:	001
Location ID:	0002
Location:	Active
Location address:	110 N HAYFORD RD SPOKANE WA 99224-9555
Mailing address:	PO BOX 19263 SPOKANE WA 99219-9263

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Airway Heights General Business - Non-Resident				Active	Dec-31-2026	Apr-30-2024
Deer Park General Business - Non-Resident				Active	Dec-31-2026	Sep-09-2024
Spokane General Business - Non-Resident	T12008193BL			Active	Dec-31-2026	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Dec-31-2026	May-21-2012
Wenatchee General Business - Non-Resident				Active	Jan-31-2027	Jan-30-2026

Owners and officers on file with the Department of Revenue

Owners and officers	Title
MAIERS, PAMP G	

Owners and officers	Title
MAIERS, PAMP M	

Registered Trade Names

Registered trade names	Status	First issued
MURPHY BROS.	Active	Feb-09-2012
MURPHY BROS. CO.	Active	Feb-09-2012
MURPHY BROS. COMPANY	Active	Feb-09-2012
MURPHY BROTHERS	Active	Feb-09-2012
MURPHY BROTHERS CO.	Active	Feb-09-2012
MURPHY BROTHERS COMPANY	Active	Feb-09-2012
SHAMROCK PAVING INC.	Active	Feb-04-2015

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 7/28/2026 3:42:07 PM

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Client#: 148076 CENTWASH31

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/31/2026

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

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

PRODUCER
Propel Insurance
601 Union Street; Suite 3400
COM Construction
Seattle, WA 98101-1371

CONTACT NAME: Laurie Ross
PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866 577-1326
E-MAIL ADDRESS: laurie.ross@propelinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : ARch Indemnity Insurance Company	30830
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Shamrock Paving Inc.
P.O. Box 19263
Spokane, WA 99219

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZAGLB1066800	03/31/2026	10/01/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ZACAT9351500	03/31/2026	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	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	UMBRELLA LIAB X OCCUR			ZAULP9286200	03/31/2026	10/01/2026	EACH OCCURRENCE	$3,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ZAWCI1148600	03/31/2026	10/01/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA Stop Gap			E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

RE: #6397-25 / Paving Services - On Call Public Works Maintenance.

Additional Insured Status applies to City of Spokane as set forth in the attached form(s).

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT PRIOR TO KNOWN LOSS	ALL LOCATIONS OF COVERED OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT PRIOR TO KNOWN LOSS	ALL LOCATIONS OF COVERED OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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 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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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): APPLIES TO ALL CONSTRUCTION PROJECTS OF THE INSURED UNLESS OTHERWISE EXCLUDED.
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.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

Primary And Noncontributory Insurance

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person(s) or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE SPECIFICALLY AGREED IN WRITING TO PROVIDE ADDITIONAL INSURED STATUS UNDER THIS POLICY.

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

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form 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".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are 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.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM

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

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

Named Insured:

Endorsement Effective Date:

SCHEDULE

Scheduled Railroad	Designated Job Site
RAILROAD(S) AND RAILROAD AUTHORITIES	JOB SITE DESIGNATED IN THE WRITTEN
NAMED IN THE WRITTEN CONTRACT OR	CONTRACT OR AGREEMENT WITH THE NAMED
AGREEMENT WITH THE NAMED INSURED.	INSURED AND EXECUTED PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

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POLICY NUMBER:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Premium INCL.

Insured:

Insurance Company: ARCH INSURANCE COMPANY

Countersigned By _____

DATE OF ISSUE:

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Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/23/2026

Date Rec'd	9/1/2026
Clerk's File #	OPR 2026-0780
Cross Ref #	
Project #	
Bid #	
Requisition #	RE465846

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS 5096257706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Council Sponsor(s)	KKLITZKE ZZAPPONE
Sponsoring at Administrators Request	NO

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

Agenda Item Name PRE-PURCHASE OF KENWORTH T300 TAPPING TRUCK FOR THE WATER

Agenda Wording

Pre-approval for Purchase from National Auto Fleet Group, Watsonville, CA and Titan truck, Spokane WA of a Kenworth T300 Chassis equipped with a specialty Tapping body using Sourcewell Contract 081325-NAF for $370,268.70 including sales tax for the Water Department.

Summary (Background)

Water is planning to replace an older Tapping truck that has exceeded its economic lifecycle with a Kenworth T300 chassis or similar equipped with a specialty service body, crane, and air compressor. Pre-approval is necessary in this case to avoid long lead time and ensure chassis and equipment can be secured quickly.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Fleet collects lifecycle data for future analysis.

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

Aligns with City CIP and City Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 370,268.70
Current Year Cost	$ 370,268.70
Subsequent Year(s) Cost	$ 0

Narrative

Unit will be purchased using a cooperative contract following all City competitive purchasing requirements.

Amount		Budget Account
Expense	$ 370,268.70	# 4100-42490-94340-56401-11084
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	CLARK, STEVEN S.	PURCHASING	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List

RGIDDINGS@SPOKANECITY.ORG	Tprince@spokanecity.org
ssclark@spokanecity.org	

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name:	72 HOUR LLC
Business name:	NATIONAL AUTO FLEET GROUP
Entity type:	Limited Liability Company
UBI #:	604-928-040
Business ID:	001
Location ID:	0001
Location:	Active
Location address:	490 AUTO CENTER DR WATSONVILLE CA 95076-3726
Mailing address:	490 AUTO CENTER DR WATSONVILLE CA 95076-3726

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Owners and officers on file with the Department of Revenue

Owners and officers	Title
COOPER, JESSE	

Registered Trade Names

Registered trade names	Status	First issued
NATIONAL AUTO FLEET GROUP	Active	Jun-22-2022

The Business Lookup information is updated nightly. Search date and time: 9/1/2026 3:10:00 PM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/23/2026

Date Rec'd	8/12/2026
Clerk's File #	OPR 2026-0781
Cross Ref #	
Project #	

Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	ITB 6493-26
Contact Name/Phone	TRACE 625-6524	**Requisition #**	CR 28876
Contact E-Mail	TBRADBURN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	CONTRACT AWARD FOR AS-NEEDED MECHANICAL REPAIRS		

Agenda Wording

Contract award to Knight Const. & Supply, Inc. (Deer Park, WA) for as-needed mechanical repairs at the Waste to Energy Facility from 10/1/2026 - 9/30/2027 and a total cost not to exceed $2,500,000.00, plus tax.

Summary (Background)

Necessary scheduled and emergency maintenance work at the Waste to Energy Facility requires specialized millwright skills. On Monday, July 13, 2026, bidding closed on ITB 6493-26 for this specialized work of as-needed mechanical repairs and Knight Const. & Supply was the only respondent. The initial contract award would be for one year with the possibility of three (3) additional one year renewals/extensions.

What impacts would the proposal have on historically excluded communities?

No impacts are identified. 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 all solid waste customers and are committed to being financially and environmentally responsible.

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

This routine purchase is designed to manage costs and continue to provide solid waste services in support of all ratepayers. It will not impact race, gender identity, national origin, income level, disability, sexual orientation or other existing disparities.

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 2,500,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a routine repair and maintenance service expense that is planned for annually in the Solid Waste Disposal budget. Funds are utilized on an as-needed basis.

Amount		Budget Account
Expense	$ 2,500,000.00	# 4490-44100-37148-54803-34002
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	BRADBURN, TRACE	**PURCHASING**	PRINCE, THEA
Division Director	AVERYT, CHRIS		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

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rrinderle@spokanecity.org	leaster@knightconst.com

City of Spokane

PUBLIC WORKS CONTRACT

Title: WASTE TO ENERGY MECHANICAL REPAIRS – AS NEEDED

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KNIGHT CONST. AND SUPPLY, INC.,** whose address is 2601 East 6th Street, Deer Park, Washington 99006 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Waste to Energy Mechanical Repairs As-Needed**, selected via PW ITB #6493-26.

2. CONTRACT DOCUMENTS. The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor's Response to PW ITB #6493-26 (Exhibit B). In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. TERM. The term of this Contract begins on October 1, 2026, and ends on September 30, 2027, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by written agreement of the parties not to exceed three (3) additional one-year (1) contract periods.

4. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

5. COMPENSATION/PAYMENT.

A. COMPENSATION. Total compensation for Contractor's services under this as-needed Contract shall be a maximum amount not to exceed **TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($2,500,000.00)**, plus applicable tax, and in accordance with rates set forth in Exhibit B, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

B. PAYMENT. The Contractor will send its applications for payment to Solid Waste Disposal, Attn: Michelle Dorgan email: MDorgan@spokanecity.org. . All invoices should include the Department Contract No. “OPR XXXX-XXXX” and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.

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

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

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

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

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

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

B. **General Liability Insurance** on an occurrence basis, of not less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;

i. Acceptable supplementary Umbrella insurance coverage combined with Contractor's General Liability insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in this Agreement; and;

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

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

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

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

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

    a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

    b. A Washington Employment Security Department number, as required in Title 50 RCW;

    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

    d. Have HAZWOPER Certification for Soil Handling.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

16. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

17. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City

Administrator, no later than five (5) business days after the assignment.

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

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

20. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

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

22. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

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

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

25. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

26. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

27. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City,

Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

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

KNIGHT CONST. AND SUPPLY, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Contract:
Exhibit A - Certification Regarding Debarment
Exhibit B – Bid Response Summary to PW ITB #6493-26
Payment Bond
Performance Bond

26-199

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

PAYMENT BOND

We, **KNIGHT CONST. AND SUPPLY, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($2,500,000.00)**, plus applicable tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **Waste to Energy Mechanical Repairs As-Needed.** If the principal shall:

A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and

B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____.

KNIGHT CONST. AND SUPPLY, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

_____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

PERFORMANCE BOND

We, **KNIGHT CONST. AND SUPPLY, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($2,500,000.00)**, plus applicable tax for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **Waste to Energy Mechanical Repairs As-Needed**. If the principal shall:

A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____

KNIGHT CONST. AND SUPPLY, INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

_____
Signature of Notary

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

Bid Response Summary

Bid Number ITB 6493-26
Bid Title Waste To Energy Mechanical Repairs As-Needed – Prevailing Wage-Unit Price
Bid Base Currency USD
Due Date Tuesday, July 14, 2026 11:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Knight Const. & Supply, Inc.
Submitted By Jennifer Teel - Monday, July 13, 2026 3:09:37 PM [(UTC-08:00) Pacific Time (US & Canada)]
jteel@knightconst.com 509-276-2229
Comments

Question Responses

Group	Reference Number	Question	Response
MANDATORY PRE-BID CONFERENCE			
	MANDATORY pre-bid conference	A MANDATORY pre-bid conference and walk through will be held on FRIDAY, MAY 08, 2026, at 11:30 am. The location will be at the Waste to Energy Facility (WTEF), Administration Office, 2900 S Geiger Blvd, Spokane WA 99224. Boilers are down at this time for maintenance, to enable boiler-walk-through. This meeting is MANDATORY only bidders who attended would be able to submit a bid.	Acknowledged and Understood
ProcureWare - Preventing Problems When Submitting Your Bid:			
	ProcureWare: Preventing Problems	ProcureWare: Preventing Problems. Allow Plenty of Time To Submit Your Bid. Make Sure You Save Work Every Five Minutes To Prevent Lossing Your Work If ProcureWare Logs You Off; ProcureWare Will Log You Off Within Approximately 5-Minutes If ProcureWare Remains Dormant (No Entries Are Made); However, You Will NOT Be Able To Visually See That ProcureWare Logged You Off; If the System Is Not Interactive Enabling You To Enter Responses – You Were Logged Off. If You Receive An Error Message You Were Most Likely Were Logged Off. Please Exit ProcureWare and Log Back Into ProcureWare and Access The Bid. Make Sure You Constantly Save Your Work To Prevent Lossing It If Get Logged Off. When Uploading Documents You Will See Message Stating: “Scanning” as the document is being scanned for viruses. If word “Scanning” does not disappear after two-minutes, You Are Recommended Click On The Response Tab and Click Back On The Documents Tab, Verifying the Document Was Uploaded, Or You May Want To Wait A Couple of Minutes After Attempting To Upload A Document, and then Log Out of ProcureWare and Then Log Back Into ProcureWare and Access The Bid, To VERIFY Document Was Uploaded; It Is Recommended This Process Is Repeated Between Each Document That Is Uploaded. Once Again Allow Plenty Of Time To Submit Your Bid. (Rick Rinderle/Purchasing Phone 509 625 6527)	I acknowledge and understand

BACKGROUND			
	#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, is initiating this Invitation To Bid to solicit bids from Contractors qualified to provide Scheduled and Unscheduled Plant Mechanical Repairs Services as-needed for the COS WTEF. Due to the high technical nature of the project and criticality of components fixed properly and on time to avoid down time, any Contractor, who responds to this ITB, must have a minimum of five (5) years' experience in similar Waste To Energy Facilities and can verify that experience on Von Roll grate systems, Ash Expellers, Ash Drag Chain Conveyors, Spray Dryer Absorbers, Wheelabrator Fabric Filter Systems, and Overhead Crane Repair.	I agree and I acknowledge
	#2	Due the nature of industrial processing, twenty-four seven (24/7) operations and WTE facility Industrial needs Contractors will be available on an "as needed" basis at any time for Emergency repairs.	I agree and I acknowledge
	#3	Resulting Contract will be for a one-year unit price contract for a not-to- exceed amount of $2,500,000. Contractor will be paid made only for actual services requested incurred, performed, and accepted per contract rates. Subject to mutual agreement, the contract may be extended for three (3) additional one-year periods with the total contract period not to exceed four (4) years.	I agree and I acknowledge
	#3.1	The period of performance of any contract resulting from this Bid is tentatively scheduled to begin on or about October 1, 2026 and to end on September 30, 2027.	I agree and I acknowledge
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has attended the mandatory pre-bid conference visiting the site, and has read and understands the bid requirements.	I agree and I acknowledge
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I agree and I acknowledge
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement. The contract may be extended for three (3) additional one-year periods with the total contract period not to exceed four (4) years.	I agree and I acknowledge
	EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract, with executed payment "and" performance bonds, and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I agree and I acknowledge

	GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I agree and I acknowledge
	PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. Payment will be made only for actual services requested, performed, and accepted.	I agree and I acknowledge
	REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	I agree and I acknowledge
	CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	I agree and I acknowledge
	CONTRACTOR CONTACT INFORMATION	Indicate the appropriate point of contact (including phone number and email) submitting this bid. If awarded contract, should contract actions not be managed by the same person, please explicitly specify all relevant contacts.	Jennifer Teel Phone: 509-276-2229 Email: jteel@knightconst.com
	CONTRACTOR CONTACT INFORMATION	Indicate the appropriate point of contact (including phone number and email) authorized to sign a contract.	David A. Knight Phone: 509-276-2229 dave@knightconst.com
PREVAILING WAGE REQUIREMENTS			
	#1	The Services under this are subject to prevailing wages under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of filing fees, prevailing wages, bid bond, payment “and” performance bonds, and sales tax implications in making their bids.	Acknowledged and Agreed
	#2	Payment and Performance bonds WILL BE required.	Acknowledged and Agreed
	#3	Statutory retainage is NOT required.	Acknowledged and Agreed
	#4	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	Acknowledged and Agreed

#5	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is Monday, JULY 13, 2026 .	Acknowledged and Agreed
#6	For contracts greater than $10,000.00, contractors must post the Statement of Intent and Department of Labor and Industries contact information at the job site: (RCW 39.12.020).	Acknowledged and Agreed
#7	Prevailing Wages Multi-Year Contracts and Extensions: For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months.	Acknowledged and Agreed
#8	Upon the anniversary date of the contract, labor rates must be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.	Acknowledged and Agreed
#9	Statement of Intent: The Contractor will submit a “Statement of Intent to Pay Prevailing Wages” certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The “Statement of Intent to Pay Prevailing Wages” shall include: (1) the Contractor’s registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor must submit an “Affidavit of Wages Paid” certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract.	Acknowledged and Agreed
#10	Filing Fees: The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	Acknowledged and Agreed

	#11	Public Works and Prevailing Wage Training. As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement prior to time of bid submittal.	Acknowledged and Agreed
GENERAL CONDITIONS			
	1	By submitting a bid, Contractor acknowledges it has: A minimum of five (5) years' experience in similar Waste To Energy Facilities and can verify that experience on Von Roll grate systems, Ash Expellers, Ash Drag Chain Conveyors, Spray Dryer Absorbers, Wheelabrator Fabric Filter Systems, and Overhead Crane Repair; Attended the Mandatory Pre-Bid Conference; and Read the ITB 6493-26,Waste To Energy Mechanical Repairs bid document and reviewed all bid document that are attached in the 'Documents' Tab, and understands the requirements.	I agree and I acknowledge
TECHNICAL REQUIREMENTS			
	Performance	Awarded Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation (Mobilization/Demobilization), supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described as Spokane City Waste to Energy Plant mechanical repair services as-needed, for scheduled, and unscheduled emergency and non-emergency mechanical repairs.	I agree and I acknowledge
	Performance	Contractor's Service Responsibility Clarifications shall include but not limited to: a. Safety orientation for labor force and all personal safety equipment. b. All tooling required to complete the work scope. c. All welding equipment required to complete service. d. Supplementary lighting if required. e. Labor and equipment to disassemble and reassemble the Grates. f. Detailed list of required expendable materials. g. Power service requirements. h. Accurate Daily Time Sheets for every work shift indicating all associated Labor, Materials, Expendables, Rental Equipment and Incidentals. Daily Time Sheets must indicate accurate service cost for all T&M Service on a Daily Basis.	I agree and I acknowledge
	Performance	The awarded Contractor shall provide Scheduled and Unscheduled Plant mechanical repairs Services as-needed for the City of Spokane, Solid Waste Disposal Facility (COS WTEF) located at 2900 S. Geiger Blvd, Spokane WA 99224-5400.	I agree and I acknowledge
	Professionalism	Successful Contractor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I agree and I acknowledge
	Safety	Contractor shall be responsible for adhering to the COS WTEF's Safety Program guidelines as well as implementing and maintaining their own safety program while working at the COS WTEF. The following are some examples of safety program requirements but are not all inclusive.	I agree and I acknowledge

	Safety	Contractor will be required to participate in the COS WTEF safety orientation prior to any work activities at the COS WTEF.	I agree and I acknowledge
	Safety	Contractor shall, upon request, provide proof of established heavy metals exposure programs.	I agree and I acknowledge
	Safety	Contractor shall, upon request, provide proof of Confined Space Entry training, to include Confined Space Rescue training and 1st aid/CPR of personnel. In accordance with WAC 296-806.	I agree and I acknowledge
	Safety	Contractor shall, upon request, provide proof of current training, medical clearance, fit testing, and certification to wear a respirator for personnel. In accordance with WAC 296-842.	I agree and I acknowledge
	Safety	Contractor shall, upon request, provide proof of an established Fall Protection program, to include use and care of fall protection gear. In accordance with WAC 296-880.	I agree and I acknowledge
	Safety	The COS WTEF Lock-Out/Tag-Out (LOTO) system shall be used by all contractors during all work activities. The Contractor shall use their own hard locks as part of these LOTO procedures. In accordance with WAC 296-803.	I agree and I acknowledge
	Housekeeping	If you took exception to Housekeeping requirements as stated in ITB 6493-26, explain in detail.	None
	Scope of Work	WORKMANSHIP: This scope is intended to provide clarification and it is not intended to be a complete listing of the contractor's responsibilities as it pertains to Waste to Energy Plant mechanical repair services as-needed with on time results, nor is it to define in detail the method of performing Services. The apparent silence or omission as to any detail of any services to be done or materials to be furnished and required for the proper performance of Services, and interpretation of the specifications shall be interpreted on this basis, to be complete services in a thorough, neat, and workmen like manner. Any work that, in the opinion of the City of Spokane, is not in accordance with the best prevailing trade practice may be rejected without recourse.	I agree and I acknowledge
	Scope of Work	All work performed will adhere to the latest industry standards, which include the following. This list is not all inclusive. 1. International Building Code 2. American Institute of Steel Construction 3. American Welding Society 4. Association of Materials Protection and Performance 5. ASTM International 6. American National Standards Institute 7. American Society of Mechanical Engineers 8. Conveyor Equipment Manufacturers Association	I agree and I acknowledge

	Scope of Work	EXPANSION FOR NEW WORK (Personal Services – Prevailing Wage). Other miscellaneous necessary mechanical repair services may be required for the Waste To Energy Facility that are not listed. Any resulting Contract scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section, and/or not specified in the original ITB as intended work for the resulting Contract) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Contractor at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Contract. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.	I agree and I acknowledge
	#1	I. General Inspection requirements: Do you take exceptions to I. General Inspection requirements as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
	#1.1	If you took exception to I. General Inspection requirements as stated in ITB 6493-26, explain in detail.	
	#2	II. Grate Module Demolition Procedures: Do you take exceptions to II. Grate Module Demolition Procedures as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
	#2.1	If you took exception to II. Grate Module Demolition Procedures as stated in ITB 6493-26, explain in detail.	
	#3	III. Grate Blocks Inspection and Reconditioning Requirements: Do you take exceptions to III. Grate Blocks Inspection and Reconditioning Requirements as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
	#3.1	If you took exception to III. Grate Blocks Inspection and Reconditioning Requirements as stated in ITB 6493-26, explain in detail.	
	#4	IV. Grate Module Installation Procedures: Do you take exceptions to IV. Grate Module Installation Procedures as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
	#4.1	If you took exception to IV. Grate Module Installation Procedures as stated in ITB 6493-26, explain in detail.	

	#5	V. Under-Grate Inspection and Repairs: Do you take exceptions to V. Under-Grate Inspection and Repairs as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
	#5.1	If you took exception to V. Under-Grate Inspection and Repairs as stated in ITB 6493-26, explain in detail.	
	#6	VI. Routine Grate Module, Ram feeder and Arch Breaker Inspections and Repairs. Do you take exceptions to VI. Routine Grate Module, Ram feeder and Arch Breaker Inspections and Repairs as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
	#6.1	If you took exception to VI. Routine Grate Module, Ram feeder and Arch Breaker Inspections and Repairs as stated in ITB 6493-26, explain in detail.	
	#7	VII. Under-Grate Inspection and Repairs. Do you take exceptions to VII. Under-Grate Inspection and Repairs as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
	#7.1	If you took exception to VII. Under-Grate Inspection and Repairs as stated in ITB 6493-26, explain in detail.	I agree and I acknowledge
	#8	VIII. Grate Cylinders Requirements. Do you take exceptions to VIII. Grate Cylinders Requirements as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
	#8.1	If you took exception to VIII. Grate Cylinders Requirements as stated in ITB 6493-26, explain in detail.	
	#9	IX. Ram Feeder Requirements. Do you take exceptions to IX. Ram Feeder Requirements as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
	#9.1	If you took exception to IX. Ram Feeder Requirements as stated in ITB 6493-26, explain in detail.	
	#10	X. Arch Breaker Requirements. Do you take exceptions to X. Arch Breaker Requirements as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
	#10.1	If you took exception to X. Arch Breaker Requirements as stated in ITB 6493-26, explain in detail.	
	#11	XI. Test Run Grates Requirements. Do you take exceptions to XI. Test Run Grates Requirements as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
	#11.1	If you took exception to XI. Test Run Grates Requirements as stated in ITB 6493-26, explain in detail.	
	#12	Contractors will be available on an "as needed" basis at any time for Emergency repairs	I agree and I acknowledge
	#12.1	If you took exception to Emergency repair requirements as stated in ITB 6493-26, explain in detail.	
	#13	Crane Motor Replacement, Crane Wheel Replacement and Associated Repairs. Do you take exceptions to Crane Motor Replacement, Crane Wheel Replacement and Associated Repairs as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
	#13.1	If you took exception to Crane Motor Replacement, Crane Wheel Replacement and Associated Repairs as stated in ITB 6493-26, explain in detail.	

	#14	Ash Expeller Rebuilds. Do you take exceptions to Ash Expeller Rebuilds stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
	#14.1	If you took exception to Ash Expeller Rebuilds as stated in ITB 6493-26, explain in detail.	
	#15	Engineered Drawings and or Calculations for critical lifts, structural welding or fabrication requirements. Do you take exceptions to Engineered Drawings and or Calculations for critical lifts, structural welding or fabrication requirements stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
	#15.1	If you took exception to Engineered Drawings and or Calculations for critical lifts, structural welding or fabrication requirements as stated in ITB 6493-26, explain in detail.	
	#16	Provide required equipment and operator availability as listed in ITB 6493-26 bid proposal pages 22 - 29.	I agree and I acknowledge
	#16.1	If you took exception to provide required equipment and operator availability requirements as stated in ITB 6493-26 bid proposal pages 22 – 29, explain in detail.	None
	#17	Acknowledge that you have read and understand the following Liquidated Damages Paragraph: In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of TEN THOUSAND DOLLARS ($10,000.00) per working day until the work is satisfactorily completed.	I agree and I acknowledge
	#17.1	If you took exception to Liquidated Damages explain in detail.	None
	#18	Acknowledge that you have read and understand the following Contract Completion Time Paragraph. The Bidder agrees to perform the work consistent during the proposed outages at the Waste-to-Energy Facility. A date will be provided to the successful bidder and may be adjusted by +/- 2 days as the outage timeline shifts.	I agree and I acknowledge
	#18.1	If you took exception to Contract Completion Time requirements explain in detail.	None
	#19	The Contractor acknowledges that it has read and understand the Contractor Safety and Environmental Requirements document in the Documents Tab.	I agree and I acknowledge
BID			
	#1	Bidder Must Download the 'Bid Proposal' Pages 22-29 of the ITB #6848-26 Bid Document in the 'Documents' tab, complete, and upload the completed document here.	2. KCS Bid Proposal Pages 22-29 signed.pdf

	#2	BID SECURITY (Bid Bond). The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total not-to-exceed resulting contract bid amount of $2,500,000 which will be the sum of $125,000. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. As soon as the bid prices have been compared, the City will release the bid security of all except the three (3) lowest responsible bidders. If the bidder is awarded the contract and fails to enter into a contract and/or fails to furnish payment and performance bonds, and the approved evidence of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here (Bidder are requested to use the blank 'Bid Bond' form Page 30 of the ITB #6493-26, bid document, located in the 'Documents' tab. Upload Here.	KCS Signed Bid Bond.pdf	
	#3	To assist in determining responsible-bidder, Bidder must submit a cover letter addressing each of the below areas:	Acknowledged and Understand	
	#3.1	1. The ability, capacity, and skill of the Bidder to perform services required.	Acknowledged and Understood	
	#3.2	2. The quality of performance of previous contracts or services.	Acknowledged and Understood	
	#3.3	3.The previous and existing compliance by the Bidder with laws relating to previous contracts or services;	Acknowledged and Understood	
	#3.4	4. Bidder's possession of the specialized skills necessary to perform the Services required under the Contract, including but not limited to knowledge of WTE plant operation systems and other unique equipment;	Acknowledged and Understood	
	#3.5	5.Whether the Bidder has the necessary experience, organization, and technical qualifications to perform the Contract, as demonstrated by Bidder's and its key personnel's past experience with similar projects. Bidder shall possess the following minimum qualifications: Due to the high technical nature of the project and criticality of components fixed properly and on time to avoid down time, any Contractor, who responds to this ITB, must have a minimum of five (5) years' experience in similar WTE facilities and can verify that experience on Von Roll grate systems, Ash expellers, Ash drag chain conveyors, Spray dryer absorbers, Wheelabrator Fabric filter systems, overhead crane repair and any and all other corresponding equipment;	Acknowledged and Understood	
	#3.6	6. Whether the Bidder has the ability to comply with the City of Spokane's required performance schedule including but not limited to the ability to meet the City of Spokane's response requirements taking into account all its existing business commitments:	Acknowledged and Understood	
	#3.7	7. The adequacy of the Bidder's proposed management and organizational plan;	Acknowledged and Understand	
	#3.8	8. Ability of Contractor to be able to provided required equipment and operator availability: Listed in Bid Proposal (Pages 22 - 29).	Acknowledged and Understood	
	#3.9	UPLOAD LETTER HERE addressing areas #3.1 through 3.8 Here:	1. KCS Cover Letter Combined.pdf	

	#4	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of ninety (90) calendar days after the stated submittal date.	I agree and I acknowledge
	#5	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	1, 2
CONTRACTOR RESPONSIBILITY			
	1	Washington State Contractor's License No.	KNIGHCS281ON
	2	Washington Unified Business Identifier (UBI) number	600 074 664
	3	Contractor's Washington Employment Security Department Number	357105-00-6
	4	Contractor's Washington Excise Tax Registration Number	600 074 664
	5	Contractor's City of Spokane Business Registration Number	T12001102BUS
TERMS AND CONDITIONS			
	#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If selected response is: "I don't agree and I don't acknowledge", include requested exception on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I don't agree and I don't acknowledge
	#1	EXCEPTIONS TO TERMS AND CONDITIONS: If you took exception above, upload here.	Exceptions to Terms and Conditions RFQ 6493-26.pdf
	#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
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS			
	1	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	Certifies
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	If you have additional information/documents to submit, upload them here.	Addendum 1 signed.pdf

#2	If you have additional information/documents to submit, upload them here.	Addendum 2 signed.pdf
#3	If you have additional information/documents to submit, upload them here.	0. KCS Bid Cover Page.pdf
#4	If you have additional information/documents to submit, upload them here.	
#5	If you have additional information/documents to submit, upload them here.	

CITY OF SPOKANE
Purchasing Center
915 N. Nelson Street
Spokane, Washington 99202
(509) 625-6527

INVITATION TO BID

ITB NUMBER: **6493-26** TITLE: WASTE TO ENERGY MECHANICAL REPAIRS As-Needed – Prevailing Wage-Unit Price BID COORDINATOR: Rick Rinderle, City of Spokane Purchasing Department MANDATORY PRE-BID CONFERENCE: **FRIDAY, MAY 8, 2026, at 11:30 am**. The location will be at the Waste to Energy Facility (WTEF) Admin Offices, 2900 S Geiger Blvd., Spokane WA. Boilers are down at this time for maintenance. **This meeting is MANDATORY only bidders who attended would be able to submit a bid.** QUESTION DEADLINE: MONDAY**, JUNE 15, 2026, at 9:00 am.**	BID DUE DATE: **MONDAY, JULY 13, 2026.** TIME: 1:00 pm Bid Submittal: All Bids shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com before the bid due date and time.

BID SUBMITTED BY:

COMPANY Knight Const. & Supply, Inc.

MAILING ADDRESS 2601 E 6th St.
Deer Park, WA 99006

PHYSICAL ADDRESS 2601 E 6th St.
Deer Park, WA 99006

PHONE NUMBER (509) 276-2229

E-MAIL ADDRESS dave@knightconst.com

Rick Rinderle

Rick Rinderle
Purchasing

Addendum 2
June 11, 2026

ITB 6493-26
Waste To Energy Mechanical Repairs As-Needed – Prevailing Wage-Unit Price

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

Addendum 2 changes Bid Due Date and Time and Insurance Requirements as noted below:

Bid Due Date and Time: Changed **From 7/13/2026 at 1:00PM**, **Change To: 7/14/2026 at 11:00AM**

Insurance Requirements Are Changed To:

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. Workers' Compensation Insurance in compliance with RCW 51, which requires subject employers to provide Worker's Compensation coverage for all their subject workers and Employers Liability Insurance (Stop Gap) in the amount of $1,000,000.

Note: Workers Compensation may not be listed on the COI since WA businesses are required to obtain through L & I. Employers Liability or Stop Gap is separate coverage and can be found under the GL or in the Workers Compensation section on COI.

B. General Liability Insurance on an occurrence basis, of not less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.

i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

Rick Rinderle
Procurement Specialist

The undersigned acknowledges receipt of this Addendum.

Knight Const. & Supply, Inc.

Company

Signature

Addendum 1
May 8, 2026

ITB 6493-26
Waste To Energy Mechanical Repairs As-Needed – Prevailing Wage-Unit Price

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

Addendum 1 advises that a copy of the sign-in sheet has been posed in ProcureWare External Documents Tab. No questions were asked during the meeting or walk through.

Rick Rinderle
Procurement Specialist

The undersigned acknowledges receipt of this Addendum.

Knight Const. & Supply, Inc.

Company

Signature

These Next Eight Pages (Pages #22 - 29) Comprising Bid Proposal Must be COMPLETED ENTIRELY and Uploaded Into ProcureWare Via The Question Tab and corresponding question #2.

BID PROPOSAL.

To: City of Spokane, Purchasing Center
Members of the City Council
City of Spokane, Washington

PROJECT: # ITB 6493-26

WASTE TO ENERGY MECHANICAL REPAIRS As-Needed - Prevailing Wage-Unit Price

QUANTITIES: Are for estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less.

EVALUATION:
For evaluation purposes, award of contract will be to lowest responsive responsible bidder based on the overall-extended total cost comprised of quantity of one-each for "each" description-unit-type Hour-Cost, Day-Cost, and Week-Cost. To assist in determining responsible-bidder, Bidder's cover letter will be reviewed, reference bid section: Scope of Work, 5. BID EVALUATION.

Resulting Contract will be for a one-year unit price contract for a not-to- exceed amount of $2,500,000. Contractor will only be paid for actual services requested incurred, performed, and accepted per contract per contract rates. Subject to mutual agreement, the contract may be extended for three (3) additional one-year periods with the total contract period not to exceed four (4) years.

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

SALE TAX.
The City will apply applicable tax to Bidder's response when tabulating bids. Bidders 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 will 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.

BID OFFER.
The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the services at the following unit prices:

October 1, 2026 Through September 30, 2027

Prices shall be firm throughout the first year of the contract period.
For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually.

Mobilization	Shall include all activities and associated costs for transportation and set up contractor's personnel, equipment, tooling, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the contractor's operations at the site unless otherwise agreed upon by both parties.
Demobilization	Demobilization shall include all activities and costs for transportation and teardown of personnel, equipment, tooling, and supplies no longer required to complete the scope of the contract from the site.
Other Necessary Mechanical Repair Services	Scope to be provided to Contractor upon, when need arises.
Unscheduled Emergency Services	Contractors will be available on an "as needed" basis at any time for Emergency repairs
Contractor To Define What Constitutes "Straight Time":	The employee's regular base hourly rate of pay, exclusive of any premium rates, for standard non-overtime hours worked. Straight time applies only up to the standard 40-hour workweek or 10-hour day, as KCS utilizes a 4/10 work agreement, which Washington State law allows for employees on public works projects to work four 10-hour days without triggering daily overtime.
Contractor To Define What Constitutes "1.5 Time Rate"	Prevailing wage rates are tied to the specific trade. Therefore, KCS pays the 1.5 times pay rate required for each trade, as specified by the Washington State Prevailing Wage Determination.
Contractor To Define What Constitutes "2 Time Rate"	Prevailing wage rates are tied to the specific trade. Therefore, KCS pays the 2 times pay rate required for each trade, as specified by the Washington State Prevailing Wage Determination.

% Markup for Parts & Materials To Remain Unchanged Throughout Contract Period To Include Any Exercised Options	17% %

Personal Protective Equipment Cost, shall be charged at a percentage of the labor cost associated with individual invoice(s) as material materials.

Bid Item	DESCRIPTION	Unit Type	Unit-Bid Price	Est Qty
1	Set up/Mobilization Cost (Outage Only)	Each	$ 12,750.00	2
2	Demobilization Cost (Outage Only)	Each	$ 9,800.00	2
3	Millwright-Journeyman (Straight Time Rate)	Hour	$145.00	1-100 +
4	Millwright-Journeyman (1.5 Time Rate)	Hour	$ 214.00	1-100 +
5	Millwright-Journeyman (2 Time Rate)	Hour	$281.00	1-100 +
6	Millwright-Foreman (Straight Time Rate)	Hour	$ 145.00	1-100 +
7	Millwright-Foreman (1.5 Time Rate)	Hour	$ 214.00	1-100 +
8	Millwright-Foreman (2 Time Rate)	Hour	$281.00	1-100 +
9	Heavy Equipment Operator (Straight Time Rate)	Hour	$ 112.00	1-100 +
10	Heavy Equipment Operator (1.5 Time Rate)	Hour	$ 170.00	1-100 +
11	Heavy Equipment Operator (2 Time Rate)	Hour	$ 223.00	1-100 +
12	Heavy Equipment Operator - Forman (Straight Time Rate)	Hour	$ 112.00	1-100 +

13	Heavy Equipment Operator - Forman (1.5 Time Rate)	Hour	$170.00	1-100 +
14	Heavy Equipment Operator - Forman (2 Time Rate)	Hour	$223.00	1-100 +
15	Crane Operator - Journeyman (Straight Time Rate)	Hour	$116.00	1-100 +
16	Crane Operator - Journeyman (1.5 Time Rate)	Hour	$173.00	1-100 +
17	Crane Operator - Journeyman (2 Time Rate)	Hour	$227.00	1-100 +
18	Labor -Journeyman (Straight Time Rate)	Hour	$98.00	1-100 +
19	Labor -Journeyman (1.5 Time Rate)	Hour	$146.00	1-100 +
20	Labor -Journeyman (2 Time Rate)	Hour	$192.00	1-100 +
21	Management Supervisor (Straight Time Rate)	Hour	$110.00	1-100 +
22	Management Supervisor (1.5 Time Rate)	Hour	$157.00	1-100 +
23	Management Supervisor (2 Time Rate)	Hour	$ 157.00	1-100 +
24	Shop Labor - Fabricator	Hour	$98.00	1-100 +

25	Shop Labor - Machinist	Hour	$ 98.00	1-100 +
28	Scissor Lift	Day	$95.00	1-100 +
	at least 26-foot working height	Week	$270.00	
29	Pick-up Truck 1/2 Ton	Day	$105.00	1-100 +
		Week	$420.00	
30	Pick-up Truck 3/4 Ton	Day	$105.00	1-100 +
		Week	$420.00	
31	Fork 5,000 Lb.	Day	$225.00	1-100 +
		Week	$650.00	
32	Welder 250 Amp	Day	$129.00	1-100 +
		Week	$516.00	
33	Welder 300 XMT AMP	Day	$129.00	1-100 +
		Week	$516.00	
34	Cargo Tool Trailer / Office	Day	$110.00	1-100 +
		Week	$440.00	
35	Manlift 40 Foot w/Knuckle Boom	Day	$250.00	1-100 +
		Week	$725.00	
36	Manlift 80 Foot	Day	$300.00	1-100 +
		Week	$875.00	
38	Carry Deck Crane	Day	$625.00	1-100 +
		Week	$1,700.00	
39	20-Ton Crane	Day	$1,300.00	1-100 +
		Week	$3,900.00	

40	80-Ton Crane	Day	$1,750.00	1-100 +
		Week	$5,000.00	
41	All Terrain Forklift	Day	$300.00	1-100 +
		Week	$950.00	
Overall-Extended-Total-Cost Comprised of Quantity one-each for "each" description-unit-type Hour-Cost, Day-Cost, and Week-Cost.			$48,217.00	

List any other cost that may be incurrent that are not listed above. If not listed, will not be allowed later.

Description of Cost	Cost
Shop Waterjet	$100.00/hour
Torch Cart	Daily - $30, Weekly - $75
Tractor & Trailer	Daily - $600, Weekly - $2300

ADDENDA.
The undersigned acknowledges receipt of addenda number(s) 1, 2 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.
The bidder must adhere to the City's outage schedule.

LIQUIDATED DAMAGES.
In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of TEN THOUSAND DOLLARS ($10,000.00) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's License No. KNIGHCS281ON

Washington Unified Business Identifier (UBI) number 600 074 664

Washington Employment Security Department Number 357105-00-6

Washington Excise Tax Registration Number 600 074 664

City of Spokane Business License Number T12001102BUS
The successful bidder shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.
A bid security in the amount of FIVE PERCENT (5%) of the estimated not-to-exceed contract amount of $2,500,000 as indicated bid, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a contract and/or furnish approved-engineered prints and drawings, and the approved evidence of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

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

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Name of Bidder: Knight Const. & Supply, Inc.

Signature of Bidder's Authorized Representative

David A. Knight, President
Title

2601 E 6th St., Deer Park, WA 99006
Address

(509) 276-2229
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

_____
Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

_____
Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On 7/13/2026
date

JENNIFER PEEL
APPOINTMENT EXPIRES November 01, 2029
NOTARY
PUBLIC
COMM # 22010710
STATE OF WASHINGTON

(Seal Or Stamp)

_____
Signature of Notary Public

My appointment expires 11/1/2029

ATTACHMENT 1

TERMS AND CONDITIONS

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, it shall be posted to the City of Spokane's online procurement system https://spokane.procureware.com.

The City also reserves the right to cancel or reissue the RFQ in whole or in part, prior to final award of a contract.

5. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

6. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ.

7. INTERLOCAL PURCHASE AGREEMENTS

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.

8. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

9. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

10. NONDISCRIMINATION

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

11. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Firm shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Firm in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Firm shall comply with the provisions of Chapter 49.60 RCW in all activities relating to any Contract/Grant Agreement.

In compliance with these acts, this material can be made available in an alternate format by request through ProcureWare question tab.

12. BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at http://dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

13. COMPOST POLICY

All projects that include design services for a) landscaping, b) construction & postconstruction soil amendments, c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and d) Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both, shall plan for the use of compost in these projects to the maximum extent economically feasible to meet the requirements established in RCW 43.19A.120.

14. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. 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.

15. ANTI-KICKBACK

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

16. DISPUTES

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

17. TERMINATION

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party

terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings, and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, 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.

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.

19. LIABILITY caused by

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

20. INSURANCE COVERAGE Per Amendment 2

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

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

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

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

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

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

Construction with Integrity Since 1968
WA License KNIGHCS281ON

GENERAL CONTRACTORS
BUILDING SUPPLIES
Phone (509) 276-2229
Fax (509) 276-6055
2601 E 6TH STREET
DEER PARK, WA 99006

July 14, 2026

City of Spokane
Purchasing Center
915 N. Nelson Street
Spokane, WA 99202

Re: City of Spokane, Waste to Energy Mechanical Repairs As-Needed – Prevailing Wage – Unit Price, (PW ITB 6493-26)

Knight Const. & Supply, Inc. (KCS) is pleased to submit a proposal for the City of Spokane Public Works Bid, Waste to Energy Mechanical Repairs As-Needed – Prevailing Wage – Unit Price, PW ITB 6493-26. KCS acknowledges all proposal terms will comply with all the terms and conditions set forth in the RFP, unless otherwise agreed to by the City of Spokane.

1. <u>The Ability, Capacity and Skill Required for this Mechanical Repair Contract</u>

KCS brings more than 30 years of mechanical repair and maintenance experience in industrial plants, paper mills, and waste to energy facilities (WTEF) throughout the Inland Northwest. Over the past 20 years, many KCS project managers and skilled craftsmen have worked regularly at the Spokane WTEF providing a comprehensive understanding of the facility, its systems, and operational requirements.

KCS takes pride in delivering high-quality workmanship and completing projects on schedule. Our commitment to these principles has resulted in a long history of successful project delivery and lasting relationships with our clients. KCS offers the following capacities demonstrating its ability to provide the mechanical services required for this contract:

- KCS maintains a large, highly skilled labor pool consisting of journeymen millwrights, crane operators, and certified welders, many of whom possess extensive experience performing mechanical repairs at the Spokane WTEF and at similar industrial plants.
- KCS owns the equipment required for heavy industrial repair work and operates as a locally based contractor, enabling rapid and efficient response to repair requests.

- Our in-house fabrication shop and machining capabilities provide direct control over the project fabrication schedules, allowing compliance with short-notice and expedited schedule requirements typical of plant outage work.
- KCS routinely applies in-house design and comprehensive modeling capabilities to develop detailed computer models and generate bills of materials, including the dimensional and geometric information required by steel vendors to cut material to final shape. Our approach significantly reduces onsite preparation and fabrication time, resulting in measurable cost savings for the customer.
- Due to an established and thorough working knowledge of the Spokane WTEF, KCS is well positioned to assist plant managers in evaluating and selecting appropriate repair and maintenance strategies.
- KCS has previously provided, and continues to offer, design-build services supporting WTEF improvement and equipment rehabilitation projects.

2. <u>The Quality of Performance of Previous Contracts and Services</u>

Over the past 19 years, KCS has successfully completed numerous projects at the Spokane WTEF, consistently meeting or exceeding performance expectations. Past and current WTEF Managers can attest to KCS's quality, reliability, and professionalism demonstrated across prior projects and services.

3. <u>Previous and Existing Compliance with Laws on Previous Contracts and Services</u>

KCS is a licensed, bonded, and insured general contractor, registered under contractor license number KNIGHCS281ON.

4. <u>Specialized Skills</u>

KCS personnel possess specialized skills required to repair and rehabilitate the unique equipment used at Spokane WTEF and at similar plants. As an example, KCS has developed and consistently applies a specialized Von Roll Grate Removal and Installation Procedure (KCS Grate Procedure). Full development and disciplined execution of the KCS Grate Procedure have enabled compliance with, and frequent improvement upon, critical outage schedules during past plant outages.

Comprehensive inspections are performed throughout the process to verify proper installation of each intricate component of the grate system; inadequate installation increases the likelihood of premature system failure and unscheduled outages. KCS continually trains experienced millwrights to perform these critical inspections and currently employs multiple superintendents with specialized expertise in grate removal and installation in accordance with the KCS Grate Procedure. In addition, KCS has developed and implemented several other specialized inspection and repair procedures addressing additional Spokane WTEF system components.

5. Experience, Organization, and Technical Qualifications

KCS's management and supervisory personnel each possess a minimum of nine (9) years of experience with WTEF, with several individuals having more than 19 years of service, as reflected in the organizational chart (Attachment 1). Our experienced craftsmen maintain a broad range of technical skills and routinely work at Spokane WTEF, paper mills, aluminum fabrication facilities, river navigation lock outages, mines, and ore processing facilities. Such experience provides a broad skill set and a strong understanding of plant outage planning, execution, and schedule control.

KCS currently employs approximately 48 millwrights with experience at Spokane WTEF. Of those individuals, 32 are AWS D1.1 Certified Welders (Attachment 2) and 23 are NCCCO Certified Crane Operators (Attachment 3). Our crews are trained on, and familiar with, the systems specific to Spokane WTEF. KCS welders are certified and experienced using inner shield wire and are accustomed to welding while wearing respirators. The institutional knowledge within the KCS workforce allows crews to efficiently identify and repair wear items during outages. For example, we have developed Under Grate Inspection Sheets to support efficient inspection and proper documentation of required repairs. Our work procedures and tooling enable crews to remove and replace grate modules within extremely compressed schedules.

All KCS personnel listed on the organizational chart have worked on WTEF projects. Those projects included work on the following WTEF equipment and components:

- Von Roll Grate System
- Ash Expellers
- Ash Drag Chain Conveyors
- Spray Dry Absorbers (SDA)
- The Wheelabrator Fabric Filter System
- Overhead Crane Repair
- Shaker Pan Conveyor
- Grizzly Belt Conveyor Systems
- Miscellaneous Material Chutes and Hoppers

6. Comply with the City of Spokane's Performance Schedule

Our experience with emergency repair work provides a strong understanding of the compressed schedules inherent to facility outages. KCS plans for contingencies, identifies and procures long-lead items in advance, plans for spare parts, and increases manpower as necessary to meet critical timelines. Over the past 16 years of WTEF outage work, KCS has developed a clear understanding of the requirements for both scheduled and unscheduled emergency outages. KCS's familiarity with WTEF operations enables routine and emergency repair work to be integrated efficiently into existing business operations.

7. Bidder Proposed Management and Organizational Plan

The KCS organizational chart (Attachment 1) demonstrates the company's depth of experience across all levels of the organization. We organize project teams and tailor work approaches to meet project-specific requirements. KCS has the ability to increase manpower and implement double shifts, as needed, to meet compressed timelines associated with finite work windows. Direct communication among field crews, superintendents, project managers, and construction executives supports efficient issue identification and timely resolution.

8. Ability of Contractor to be able to Provide Required Equipment and Operator Availability Listed in Bid Proposal

KCS maintains an extensive inventory of equipment, including the cranes specified in the bid proposal, as well as a wide range of tools and specialty equipment that can be mobilized on short notice. In addition to our equipment resources, KCS employs experienced heavy equipment operators and NCCCO-certified crane operators, ensuring qualified personnel are readily available to support WTEF's projects. A list of certified crane operators is provided in **Attachment 3**.

Thank you for considering Knight Const. & Supply, Inc. for the proposed project. Should you have any questions or if additional information is needed, please do not hesitate to contact me.

Sincerely,

Knight Const. & Supply, Inc.

David A. Knight
President
(509) 276-2229
dave@knightconst.com

Enclosures:

1. Attachment 1, KCS Organizational Chart
2. Attachment 2, List of AWS D1.1 Qualified Welders
3. Attachment 3, List of NCCCO Certified Crane Operators

ATTACHMENT 2

Qualified Welders

D1.1 FCAW QUALIFIED WELDERS

1. Tim Bumgarner
2. Kevin Clark
3. Bryan Crain
4. Rawley Cunningham
5. Gus Currier
6. Nicholas Davis
7. Paden Davis
8. Kayden Demello
9. David Donner
10. Kevin Donner
11. Hayes Frank
12. Morgan Grant
13 Pat Harris
14 Jake Jenkins
15. John Jenkins
16. Nathan Johnson Jr
17. Bill Knight
18. Paul Kramer
19. Kody Lyles
20. Morgan Pangerl
21. Lonnie Pratt
22. Brady Profit
23. Bill Renfro
24. Pat Smith
25. Jacob Spaletta
26. Zack Stapleton
27. Chad Sumner
28. Zane Taggart
29. Shane Tibbett
30. Justin Tomson
31. Cody Westerman
32. Donovan Zolman

D1.1 SMAW QUALIFIED WELDERS

1. Kevin Clark
2. Bryan Crain
3. Rawley Cunningham
4. Gus Currier
5. Nicholas Davis
6. Paden Davis
7. David Donner
8. Hayes Frank
9. Morgan Grant
10. Jake Jenkins
11. Nathan Johnson Jr
12. Paul Kramer
13. Morgan Pangerl
14. Brady Profit
15. Bill Renfro
16. Pat Smith
17. Jacob Spaletta
18. Zane Taggart
19. Shane Tibbett
20. Justin Tomson
21. Donovan Zolman

ATTACHMENT 3

NCCCO Crane Operators

1. Jarred Berger
2. Lucas Brossard
3. Jesse Campbell
4. Rawley Cunningham
5. Gus Currier
6. Nicholas Davis
7. Paden Davis
8. David Donner
9. Kevin Donner
10. Brian Ford
11. Morgan Grant
12. Ryley Hovde
13. John Jenkins
14. Nathan Johnson Jr
15. Paul Kramer
16. David Knight
17. Jacob Knight
18. Lonnie Pratt
19. Bill Renfro
20. Brannon Schneider
21. Chad Sumner
22. Justin Tomson
23. Zane Taggart

This Page (Page 30) Must Be Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question #3.

BID BOND

We, Knight Const. & Supply, Inc. as Principal, and Western Surety Company as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL NOT-TO-EXCEED RESULTING CONTRACT BID AMOUNT OF $2,500,000.00, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

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

Waste To Energy Mechanical Repairs As-Needed - Prevailing Wage-Unit Price

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

SIGNED AND SEALED on July 6, 2026

AS PRINCIPAL Knight Const. & Supply, Inc.

By: [signature]

Title: President

A valid POWER OF ATTORNEY must accompany this bond.

Western Surety Company
AS SURETY

By: [signature]
Attorney in Fact Jennifer Martinez Ibarra

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jennifer Martinez Ibarra , Individually

of Spokane, WA its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: Knight Const. & Supply, Inc.
Obligee: City of Spokane

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of July , 2026 .

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

Bond No: 30251017

PAYMENT BOND

We, **KNIGHT CONST. AND SUPPLY, INC.**, as principal, and Western Surety Company, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($2,500,000.00)**, plus applicable tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **Waste to Energy Mechanical Repairs As-Needed.** If the principal shall:

A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and

B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on July 30, 2026.

KNIGHT CONST. AND SUPPLY, INC.,

AS PRINCIPAL

By: _____

Title: President

Western Surety Company,

AS SURETY

By: _____

Its Attorney in Fact Jennifer Martinez Ibarra

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

STATE OF WASHINGTON)
) ss.
County of Spokane)

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

DATED: July 30, 2026

Signature of Notary Public Stefanie Pickard

My appointment expires February 5, 2030

Approved as to form:

Assistant City Attorney

STEFANIE PICKARD
APPOINTMENT EXPIRES
February 05, 2030
NOTARY
PUBLIC
COMM # 20004701
STATE OF WASHINGTON

Bond No: 30251017

PERFORMANCE BOND

We, **KNIGHT CONST. AND SUPPLY, INC.**, as principal, and Western Surety Company, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($2,500,000.00)**, plus applicable tax for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **Waste to Energy Mechanical Repairs As-Needed**. If the principal shall:

A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on July 30, 2026

KNIGHT CONST. AND SUPPLY, INC.,
AS PRINCIPAL

By: _____
Title: President

Western Surety Company,
AS SURETY

By: _____
Its Attorney in Fact Jennifer Martinez Ibarra

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

STATE OF WASHINGTON)
) ss.
County of Spokane)

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

DATED on July 30, 2026.

Signature of Notary Stefanie Pickard

My appointment expires February 5, 2030

Approved as to form:

Assistant City Attorney

STEFANIE PICKARD
APPOINTMENT EXPIRES February 05, 2030
NOTARY
PUBLIC
Cert # 20004787
STATE OF WASHINGTON

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jennifer Martinez Ibarra , Individually

of Spokane, WA its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: 30251017
Principal: Knight Const. & Supply, Inc.
Obligee: City of Spokane

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 17th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of July , 2026 .

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

KNIGCON-01 MNEIGHBORS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/19/2026

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

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

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

CONTACT NAME:
PHONE (A/C, No, Ext): (509) 838-3501 FAX (A/C, No): (866) 226-3738
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Cincinnati Indemnity Company	23280
INSURER C : Evanston Insurance Company	35378
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Knight Const. & Supply, Inc.
2601 E 6th St
Deer Park, WA 99006

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	ENP 0587046	8/19/2026	8/19/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG WA STOP GAP	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	ENP 0586986	8/19/2026	8/19/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			ENP 0587046	8/19/2026	8/19/2027	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N 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	 $ $ $
C	Pollution/Prof Liab.			MMAENV005123	8/19/2025	8/19/2027	Each Occurrence	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Waste To Energy Mechanical Repairs

CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201-3316

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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MarshMcLennan Agency

Your future is limitless.℠

Certificate Disclaimer

Due to the evolving changes and updates in state legislation across the country, Marsh McLennan Agency Northwest will no longer be adding additional verbiage to the Description of Operations on a Certificate of Insurance. We will not add Additional Insured, Primary & Non-contributory or Waiver of Subrogation language. The only exception will be project or name(s), project number(s), project locations.

Instead, please see the attached endorsement copies that outline existing policy coverages. Coverage is determined by the policy, its terms and individual endorsements, and as established by the contract between the Named Insured and the Additional Insured.

Thank you,

Marsh McLennan Agency Northwest

This document is not intended to be taken as advice regarding any individual situation and should not be relied upon as such. Marsh & McLennan Agency LLC shall have no obligation to update this publication and shall have no liability to you or any other party arising out of this publication or any matter contained herein. Any statements concerning actuarial, tax, accounting or legal matters are based solely on our experience as consultants and are not to be relied upon as actuarial, accounting, tax or legal advice, for which you should consult your own professional advisors. Any modeling analytics or projections are subject to inherent uncertainty and the analysis could be materially affected if any underlying assumptions, conditions, information or factors are inaccurate or incomplete or should change. d/b/a in California as Marsh & McLennan Insurance Agency LLC; CA Insurance Lic: 0H18131. Copyright © 2024 Marsh & McLennan Agency LLC. All rights reserved. MarshMMA.com

MarshMcLennan Agency

Your future is limitless.™

Certificate Verbiage Statutes by State

1. Montana
    a. MCA 33-2-1403
    b. MT State Statute - Certificates of Insurance

2. Washington:
    a. WAC 284-30-355
    b. WA State Statute - Certificate of Insurance

3. Oregon:
    a. ORS 742.003
    b. OR State Statute - Certificates of Insurance

4. Idaho:
    a. 41-1850
    b. ID State Statute - Certificates of Insurance

This document is not intended to be taken as advice regarding any individual situation and should not be relied upon as such. Marsh & McLennan Agency LLC shall have no obligation to update this publication and shall have no liability to you or any other party arising out of this publication or any matter contained herein. Any statements concerning actuarial, tax, accounting or legal matters are based solely on our experience as consultants and are not to be relied upon as actuarial, accounting, tax or legal advice, for which you should consult your own professional advisors. Any modeling analytics or projections are subject to inherent uncertainty and the analysis could be materially affected if any underlying assumptions, conditions, information or factors are inaccurate or incomplete or should change. d/b/a in California as Marsh & McLennan Insurance Agency LLC; CA Insurance Lic: 0H18131. Copyright © 2024 Marsh & McLennan Agency LLC. All rights reserved. MarshMMA.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations 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; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the “products-completed operations hazard”, this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, 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:

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

b. Supervisory, inspection, architectural or engineering activities.

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

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured 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, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

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."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

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This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **Other Insurance**, **b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

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

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

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

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage:	Begins on Page:
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure To Disclose Hazards	8
3. Damage To Premises Rented To You	8
4. Supplementary Payments	10
5. Medical Payments	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations	10
7. Waiver Of Subrogation	10
8. Automatic Additional Insured - Specified Relationships:	10
(a) Managers Or Lessors Of Premises	
(b) Lessor Of Leased Equipment	
(c) Vendors	
(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises	
(e) Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment	13
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services	14
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17. Broadened Contractual Liability - Work Within 50' Of Railroad Property	17
18. Alienated Premises	17

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:
a. The Each Occurrence Limit shown in the Declarations; or
b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $ 2,500
b. Loss Of Earnings: $ 500

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5. Medical Payments

Medical Expense Limit: $10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage

Limits Of Insurance
Voluntary Property Damage Coverage:
$1,000 Each Occurrence
$5,000 Aggregate
Care, Custody Or Control Liability Coverage:
$5,000 Each Occurrence unless otherwise stated $ _____

Deductible Amount (Each Occurrence)
Voluntary Property Damage Coverage: $250
Care, Custody Or Control Liability Coverage: $250 unless otherwise stated $ _____

COVERAGE	PREMIUM BASIS **(a)** Area **(b)** Payroll **(c)** Gross Sales **(d)** Units **(e)** Other	RATE (For Limits in Excess of $5,000)	ADVANCE PREMIUM (For Limits in Excess of $5,000)
Care, Custody Or Control Liability			**$**
		TOTAL ANNUAL PREMIUM	**$**

C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages**:

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, 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 against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **C.** Coverages, **1.** Employee Benefit Liability Coverage, **c.** Limits Of Insurance of this endorsement; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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 damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

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2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C.** Coverages, **1.** Employee Benefit Liability Coverage, **b.** Who Is An Insured, **(1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

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(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

1) Refusal to employ;

2) Termination of employment;

3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

4) Consequential liability as a result of **1)**, **2)** or **3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section **I** - Supplementary Payments - Coverages **A** and **B** also apply to this Coverage, however **1.b.** and **2.** of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

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(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage 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;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

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2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

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 claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(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 an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **4.** Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance

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

b. Method Of Sharing

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

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

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

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b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in Section **III** - Limits Of Insurance.

b. The insurance provided under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

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(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B.** Limits Of

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Insurance, **3.** Damage To Premises Rented To You of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B**:

a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement 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.

b. Paragraph **1.d.** is replaced by the following:

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 the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B.** Limits Of Insurance, **5.** Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** 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;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with 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:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on be-

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half of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). 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. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(i) 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

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

a) The exceptions contained in Paragraphs **(c)(i)4)** or **6)** of this endorsement; or

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

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

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:

(i) 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;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

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(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

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

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

(2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4.** Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

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

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. **Property Damage To Borrowed Equipment**

a. The following is added to Exclusion **2.j.** Damage To Property under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.**

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Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II** - Who Is An Insured does not apply to:

1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

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b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 3. "Bodily injury" is replaced by the following:

3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

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

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

a. Section I - Coverages is amended to include the following:

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

(1) Insuring Agreement

(a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

1) Damage is caused by you; or

2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

1) The "property damage" takes place in the "coverage territory"; and

2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, except for **j.** Damage To Property, Paragraphs **(3)**, **(4)**, **(5)** and **(6)**, **k.** Damage To Your Product, and **l.** Damage To Your Work.

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

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13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

(1) Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, **j.** Damage To Property, Paragraphs **(3)**, **(4)** and **(5)** do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule 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) **(a)** Subject to **(3)** below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

(b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

because of all "property damage" arising out of any one "occurrence".

(3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

(4) Deductible Clause

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(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 9. "Insured contract" is amended as follows:

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

c. Any easement or license agreement;

b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion **2.j.** Damage To Property, Paragraph **(2)** under Section **I -** Coverage **A -** Bodily Injury And Property Damage Liability does not apply if the premises are "your work".

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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):
ANY JOB SITE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because

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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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CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by 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.

A. 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 the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and

2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

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

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is deleted in its entirety and replaced by the following:

b. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

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

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

(3) $2,500.

Provided the equipment, at the time of the "loss" is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph **(1)** above; or

(3) An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary 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 of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

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3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. 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 insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. 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:

   a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

   b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

   a. Necessary and actual expenses incurred; or

   b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. 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**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $30 per day with $50 per day, and $900 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

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

      (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

         (a) Overdue lease or loan payments;

         (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

         (c) Security deposits not refunded by the lessor;

         (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

         (e) Carry-over balances from previous loans or leases, or

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(2) Actual cash value of the stolen or damaged property.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an 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.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H.** "Insured contract", **3.** is deleted in its entirety and replaced by the following:

3. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H.** "Insured contract", **6.a.** is deleted.

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CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

SCHEDULE

Name and mailing address of person(s) or organization(s):
BLANKET WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

Number of days notice (other than nonpayment of premium): 30

A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.

B. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.

C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

EVANSTON INSURANCE COMPANY

ADVANTAGE CONTRACTOR'S POLLUTION LIABILITY PLUS COVERAGE FORM

VARIOUS PROVISIONS IN THIS POLICY MAY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE THE INSURED'S RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

THE PROFESSIONAL LIABILITY INSURING AGREEMENT, PROFESSIONAL LIABILITY RECTIFICATION EXPENSE INSURING AGREEMENT, AND DISCIPLINARY PROCEEDING LEGAL EXPENSE REIMBURSEMENT COVERAGE EXTENSION PROVIDE CLAIMS-MADE AND REPORTED COVERAGE AND REQUIRE THAT A CLAIM BE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD WE PROVIDE UNDER SECTION V - EXTENDED REPORTING PERIOD.

AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS WILL BE APPLIED AGAINST THE APPLICABLE SELF-INSURED RETENTION. ANY AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS IN EXCESS OF THE DEFENSE EXPENSES AGGREGATE LIMIT SHOWN IN THE DECLARATIONS WILL REDUCE THE LIMIT OF INSURANCE AVAILABLE.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The word "insured" means any person or organization qualifying as such under Section **III -** Who Is An Insured. The words "we", "us", and "our" refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section **VII -** Definitions.

SECTION I - COVERAGES

A. Insuring Agreements

Although various Insuring Agreements may be referenced in this policy, an Insuring Agreement is included within this policy only if that Insuring Agreement is designated as purchased by an "X" in the Declarations.

1. The following Insuring Agreements apply only if the "pollution condition" that causes a "pollution loss" takes place in the "coverage territory". The amount we will pay is limited as described in Section **IV -** Limits Of Insurance And Self-Insured Retention.

a. Contractor's Pollution Liability (Including Mold And Legionella)

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" caused by a "pollution condition" to which this insurance applies, provided:

(1) The "pollution condition" arises out of "your work"; and

(2) The "bodily injury" or "property damage" occurs, or "cleanup costs" are incurred, during the policy period.

With respect to "bodily injury", "property damage", or "cleanup costs" caused by legionella, there must be a direct relation to a documented case of a legionella outbreak for coverage to apply.

b. Transportation Pollution Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a "transportation pollution condition" to which this insurance applies, provided:

(1) The "transportation pollution condition" arises out of "transported cargo" that is transported, delivered, or shipped by you in a "covered conveyance" or by a "carrier" on your behalf; and

(2) The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

This coverage shall not be utilized to evidence financial responsibility of any insured under any federal, state, provincial, or local law.

c. Non-Owned Disposal Site Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a "pollution condition" at, on, or under a "non-owned disposal site"; provided:

(1) Such “pollution condition” originates at a "non-owned disposal site";

(2) The "pollution condition" arises from waste or material generated by "your work"; and

(3) The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

d. Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a sudden and accidental "pollution condition":

(1) At, on, or under a Designated Location shown in the Declarations; or

(2) Originating at and migrating from a Designated Location shown in the Declarations;

provided:

(a) The "pollution condition" is the result of an unforeseen, unplanned, or unexpected event or circumstance;

(b) The "pollution condition" commences during the policy period;

(c) The "pollution condition" is first discovered by any insured no later than 7 days after it commences;

(d) The insured reports the commencement of the "pollution condition" to us in writing no later than 21 days following its discovery by any insured; and

(e) The "claim" is first made during the policy period.

e. Crisis Management And Emergency Response Costs

We will indemnify you for:

(1) "Crisis management costs" you incur as a direct result of a "crisis management event", provided that the "crisis management event":

(a) Arises directly from a "pollution condition" that has resulted or is reasonably likely to result in a "pollution loss" covered under this policy;

(b) Commences during the policy period; and

(c) First becomes known to any "responsible insured" during the policy period and is reported to us in writing as soon as practicable, but in any event during the policy period or within 30 days after the end of the policy period.

We will pay those "crisis management costs" you incur even if coverage hereunder is still to be confirmed by us, but we will stop paying such "crisis management costs" as soon as it becomes evident, to either you or us, that this insurance does not apply. "Crisis management costs" are not subject to the Self-Insured Retention.

(2) "Emergency response costs" you incur in excess of the Pollution Liability Self-Insured Retention shown in the Declarations as a direct result of a "pollution condition" that occurs in the "coverage territory" and has resulted in a "pollution loss" covered under this policy.

2. The following Insuring Agreements apply only if the "wrongful act" takes place in the "coverage territory". The amount we will pay is limited as described in Section **IV -** Limits Of Insurance And Self-Insured Retention.

a. Professional Liability

(1) We will pay on behalf of the insured those sums in excess of the Professional Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "professional loss".

(2) This insurance applies to "professional loss" only if:

(a) The "wrongful act" takes place on or after the Professional Liability Retroactive Date, if any, shown in the Declarations and before the end of the policy period; and

(b) A "claim" is first made against any insured during the policy period and reported to us during the policy period or the Extended Reporting Period, if applicable.

b. Professional Liability Rectification Expense

Upon the Named Insured's submission to us of satisfactory written proof of payment, we will reimburse the Named Insured for "rectification expense" incurred in excess of the Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations with respect to any action to rectify or mitigate an actual, negligent act, error, or omission that would otherwise lead to a "claim" covered under this policy, provided that:

(1) The act, error, or omission giving rise to the "rectification expense" happens on or after the Professional Liability Rectification Expense Retroactive Date shown in the Declarations;

(2) The insured must provide us notice of the act, error, or omission and any proposed corrective action in writing as soon as practicable but in any event during the policy period or the Extended Reporting Period, if applicable; and

(3) All "rectification expenses" must be approved by us prior to being incurred by the insured.

If we and the insured do not agree that the insured's proposed rectification action is reasonable, we and the insured may agree to submit such dispute to any form of alternative dispute resolution acceptable to both parties. Should we and the insured be unable to agree on the form of alternative dispute resolution, then such dispute will be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction.

B. Claims And Defense

1. Solely with respect to Insuring Agreements **A.1.a.** Contractors Pollution Liability (Including Mold And Legionella), **A.1.b.** Transportation Pollution Liability, and **A.1.C.** Non-owned Disposal Site Liability under Section **I -** Coverages, coverage applies only if, prior to the policy period, no "responsible insured" knew that the "bodily injury", "property damage", or "cleanup costs" had occurred, in whole or in part. If any "responsible insured" knew, prior to the policy period, that the "bodily injury", "property damage", or "cleanup costs" occurred, then any continuation, change, or resumption of such "bodily injury", "property damage", or "cleanup costs" during or after the policy period will be deemed to have been known prior to the policy period.

"Bodily injury", "property damage", or "cleanup costs" which occur during the policy period and were not, prior to the policy period, known to have occurred by any "responsible insured", includes any continuation, change, or resumption of the "bodily injury", "property damage", or "cleanup costs" after the end of the policy period.

"Bodily injury", "property damage", or "cleanup costs" will be deemed to have been known to have occurred at the earliest time when any "responsible insured":

a. Reports all or any part of the "bodily injury", "property damage", or "cleanup costs" to us or any other insurer;

b. Receives a written or verbal demand or "claim" for "loss" because of the "bodily injury", "property damage", or "cleanup costs"; or

c. Becomes aware by any other means that the "bodily injury", "property damage", or "cleanup costs" have occurred or have begun to occur.

"Loss" because of "bodily injury" includes damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury".

2. Solely with respect to the Insuring Agreement **2.a.** Professional Liability, a "claim" by a person or organization seeking "loss" directly arising out of a "wrongful act" will be deemed to have been made at the earlier of when notice of such "claim" is received by any insured or by us.

   All "claims" for "loss" arising out of the same, related, or continuous "wrongful act" will be considered a single "claim", and will be deemed to have been made and reported at the time the first of those "claims" is made against any insured.

   Any reported "wrongful act" that subsequently becomes a “claim” made against the insured and reported to us in writing will be deemed to have been first made on the date that the written notice of the "wrongful act" was first reported to us and will be subject to all of the terms and conditions of this policy.

3. We will:

   a. Have the right to investigate any "claim"; and

   b. Have the right and duty to defend the insured against any "suit";

   for "loss" to which this insurance applies.

   However, we will have no duty to defend the insured against any "claim" seeking "loss" to which this insurance does not apply. We may, at our discretion, investigate any "pollution condition" or "wrongful act" and settle any "claim" that may result. But:

   (1) The amount we will pay for "loss" is limited as described in Section **IV -** Limits Of Insurance And Self-Insured Retention; and

   (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, or supplementary payments.

C. Supplementary Payments

1. Loss Of Earnings And Expense Reimbursement

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to $5,000 a day because of time off from work.

c. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

d. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Amounts paid under this Loss Of Earnings And Expense Reimbursement Supplementary Payment will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid under this Supplementary Payment will reduce the applicable Limits Of Insurance shown in the Declarations.

2. Suit Against Indemnitee

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks "loss" for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "pollution condition" or "wrongful act" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement, or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

As long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us, and necessary litigation expenses incurred by the indemnitee at our request will be paid as supplementary payments.

We may, at our option, appoint one counsel to defend all of the insureds and indemnitees of the insureds who are or may be involved with respect to such "suit".

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as supplementary payments ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, or supplementary payments, or the conditions or the terms of the agreement set forth above are no longer met.

Amounts paid under this Suit Against Indemnity Supplementary Payment will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid under this Supplementary Payment will reduce the Limits Of Insurance shown in the Declarations.

3. Pre-Claim Investigation Expenses

a. If, during the policy period, the insured first becomes aware of a specific "wrongful act' that is reasonably expected to result in a "claim" within the scope of this coverage, then the insured may elect to provide notice of a potential "claim" to us. Such notice to us shall be in writing, sent to us at the address shown in the claim reporting policyholder notice, and contain the following information:

(1) The description of the specific "wrongful act";

(2) The date on which such "wrongful act" took place;

(3) The damage which has or may result from such "wrongful act";

(4) The identity of any injured person or organization subject to such injury or damage; and

(5) The date and circumstances by which the insured first became aware of such "wrongful act".

b. If such written notice is received by us during the policy period, we may, at our sole option, choose to investigate the "wrongful act". Such an investigation will be at our expense and will not reduce the Limits Of Insurance or be subject to the Self-Insured Retention provisions until one of the following occurs:

(1) A "claim" results from the "wrongful act" under investigation; or

(2) We incur the Pre-Claim Investigation Expenses Limit shown in the Declarations in expenses arising from the investigation.

c. If a "claim" is made and reported to us, or once we incur the Pre-Claim Investigation Expenses Limit shown in the Declarations, any further payment will be considered "claims expense" and will reduce the applicable Limits Of Insurance and be subject to the Self-Insured Retention provisions of this insurance.

Any "claim" subsequently made against the "insured" arising out of such "wrongful act" will be deemed to have been first made on the date on which such written notice if first received by the company.

No coverage for pre-claim investigation expenses is provided by this Policy except as provided by this Paragraph **C.3.** Pre-Claim Investigation Expenses of Section **I -** Coverages.

D. Coverage Extensions

Although various Coverage Extensions are referenced in this policy, a Coverage Extension is included within this policy only if that Coverage Extension is designated as purchased by an "X" in the Declarations.

1. Disciplinary Proceeding Legal Expense Reimbursement

a. Upon the Named Insured's submission to us of satisfactory written proof of payment, we will reimburse the Named Insured for all reasonable and necessary legal fees and legal expenses incurred in response to a "disciplinary proceeding" against the Named Insured first initiated during the policy period or the Extended Reporting Period, if applicable, provided:

(1) The "wrongful act" giving rise to the "disciplinary proceeding" happens during the policy period and on or after the Professional Liability Retroactive Date shown in the Declarations; and

(2) Prior to the effective date of the first date of continuous coverage for this Coverage Extension with us, no "responsible insured" knew that such "wrongful act" had occurred, or any fact, circumstance, situation, or incident which would lead a reasonable person in the insured's position to conclude that a "claim" was likely.

b. The most we will reimburse the Named Insured under this Coverage Extension for legal fees or legal expenses as the result of any one "disciplinary proceeding" is the Each Disciplinary Proceeding Limit shown in the Declarations.

The most we will reimburse the Named Insured under this Coverage Extension for the sum of legal fees and legal expenses as the result of all "disciplinary proceeding" is the Aggregate Disciplinary Proceeding Limit shown in the Declarations.

The remaining legal fees or legal expenses are the sole responsibility of the Named Insured and do not reduce the Professional Liability Self-Insured Retention shown in the Declarations.

c. The Named Insured must provide to us written notice as soon as practicable of any "disciplinary proceeding" first initiated against the Named Insured during the policy period or the Extended Reporting Period, if applicable. In any event, such "disciplinary proceeding" must be reported to us no later than 60 days after the end of the policy period or the Extended Reporting Period, if applicable.

d. No reimbursement will be made for the Named Insured's payment of any taxes; criminal or civil fines, penalties, or sanctions; registration or licensing fees; or any monetary judgment, award, or settlement of any kind.

2. Subpoena Assistance

In the event that during the policy period:

a. The insured first receives a subpoena or a written request for the insured's records or files or notice of deposition relative to a "pollution condition" or a "wrongful act" in the performance of "your work"; and

b. The insured reports the receipt of such subpoena or written request to us within 30 days of such receipt and prior to a "claim" being first made against the insured arising out of such "pollution condition" or "wrongful act";

then we will pay on behalf of the insured up to the Subpoena Assistance Limit shown in the Declarations per policy period for reasonable and necessary legal fees and expenses incurred for engaging the services of legal counsel we select to assist the insured in responding to such subpoena or request.

Payments under these Coverage Extensions will be in addition to the General Aggregate Limit shown in the Declarations and not subject to the Self-Insured Retention.

SECTION II - EXCLUSIONS

A. With respect to all Insuring Agreements, Supplementary Payments, and Coverage Extensions, this insurance does not apply to:

1. Contractual Liability

"Loss" the insured is legally obligated to pay as damages as a result of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability:

a. That the insured would have in the absence of the contract or agreement; or

b. Solely with respect to coverage provided under Insuring Agreement **1.,** assumed in a contract or agreement that is an "insured contract", provided the "loss" occurs subsequent to the execution of the contract or agreement.

2. Fines, Penalties, And Punitive Damages

Any punitive damages, exemplary damages, multiplied damages, fines, or penalties. However, this exclusion does not apply to punitive or exemplary damages where insurable by law.

3. Damage To Property

"Property damage" in any way related to any real property or facility that is or was at any time owned, operated, or occupied by, or rented to you. However, this exclusion does not apply:

a. If the real property or facility is operated or occupied by you for the purpose of performing "your work"; or

b. To coverage provided under Insuring Agreements **A.1.d.** Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as purchased on the Declarations.

4. Damage To Your Product Or Your Work

"Property damage" to "your product" or "your work" or any part of "your product" or "your work". This exclusion does not apply:

a. If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or

b. To coverage provided under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense, if shown as purchased in the Declarations.

5. Employer's Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother, or sister of that "employee" as a consequence of such "bodily injury".

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury. However, this exclusion does not apply to liability assumed by the insured under an "insured contract".

6. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of any "responsible insured".

7. Impaired Property

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy, or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to:

(1) The loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use; or

(2) "Rectification expense" to the extent coverage is provided under Section **I** - Coverages, Paragraph **A.** Insuring Agreements, **2.b.** Professional Liability Rectification Expense.

8. Insured Versus Insured

Any "claim" made by or on behalf of an insured against any other insured. However, solely with respect to coverage provided under Insuring Agreement 1., this exclusion does not apply with respect to "claims" against you by any insured seeking coverage or indemnification pursuant to a written contract or agreement for a "claim" otherwise covered for "bodily injury", "property damage", or "cleanup costs".

9. Intentional Acts

"Loss" arising out of intentional, willful, or deliberate:

a. Injury to persons or property; or

b. Failure to comply with any permit, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental or public agency or body.

However, this exclusion does not apply to:

(1) An insured who did not commit, participate in, or have knowledge of any of the acts described above; or

(2) "Claim expenses" incurred until an allegation is determined through final and non-appealable adjudication.

10. Known Circumstances Or Conditions

"Loss" caused by, arising out of, or in any way involving:

a. A "pollution condition", including any subsequent continuation or resumption of or changes in such "pollution condition", that existed prior to the policy period and was known to any "responsible insured" at any time before the beginning of the policy period;

b. A fact, event, circumstance, or condition known by any "responsible insured" prior to the inception date of this policy where any "responsible insured" should have reasonably foreseen that such fact, event, circumstance, or condition could give rise to a "claim" under this policy; or

c. The rendering of or failure to render "professional services" prior to the inception date of this policy, if any "responsible insured" knew or should have reasonably foreseen that such rendering of or failure to render "professional services" could give rise to a "claim" under this policy.

11. Nuclear Energy Liability

"Loss":

a. With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of insurance;

b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(2) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or

c. Resulting from the "hazardous properties" of "nuclear material", if:

(1) The "nuclear material":

(a) Is at any "nuclear facility" owned by or operated by or on behalf of an insured; or

(b) Has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported, or disposed of by or on behalf of an insured; or

(3) The "loss" arises out of the furnishing by an insured of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any "nuclear facility", but if

such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion:

"Hazardous properties" includes radioactive, toxic, or explosive properties.

"Nuclear facility" means:

a. Any "nuclear reactor";

b. Any equipment or device designed or used for:

(1) Separating the isotopes of uranium or plutonium;

(2) Processing or utilizing "spent fuel"; or

(3) Handling, processing, or packaging "waste";

c. Any equipment or device used for the processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear material" means "source material", "special nuclear material", or "by-product material".

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material:

a. Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and

b. Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

12. Other Enterprises

"Loss" arising out of any business enterprise owned, operated, or managed by the insured or its parent company or any affiliate, successor, or assignee of such company not named in the Declarations. However, this exclusion does not apply to any person or organization who has controlling interest over you with respect to their liability arising out of their financial control over you or premises they own, maintain, or control while you lease or occupy such premises.

13. Professional Services

"Loss" arising out of any "wrongful act". This exclusion applies even if the "claim" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.

However, this exclusion does not apply to:

a. A "claim" in which you committed a "wrongful act" relating to improper or inadequate supervision, direction, or control of any subcontractors for which you are legally liable when such subcontractors are performing operations on your behalf at a job site; or

b. Coverage provided under Insuring Agreements **A.2.a.** Professional Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as purchased in the Declarations.

14. Property Damage To Cargo

"Property damage" to "transported cargo".

15. Property Damage To Conveyances

"Property damage" to any "auto", railcar, train, watercraft, or aircraft operated by or on behalf of any insured resulting from a "pollution condition" caused by "transported cargo". However, this exclusion does not apply to any "claim" brought by any "carrier" for "property damage" arising out of the insured's negligence.

16. Vehicles

"Loss" arising out of the ownership, maintenance, use, operation, or entrustment to others of any aircraft, "unmanned aircraft", "auto", or watercraft. Use includes "loading or unloading", but does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, "unmanned aircraft", "auto", or watercraft.

However, this exclusion does not apply to:

a. "Loading or unloading" within the boundaries of any location covered by this policy;

b. "Bodily injury" or "property damage" arising out of:

(1) The delivery of any liquid product into a wrong receptacle or to a wrong address; or

(2) The erroneous delivery of one liquid product for another by an "auto";

if the "bodily injury" or "property damage" occurs after such operations have been completed or abandoned at the site of such delivery.

Operations which may require further service, maintenance, correction, repair, or replacement of performance at the wrong address or because of any error, defect, or deficiency, but which are otherwise completed, will be deemed completed; or

c. Coverage provided under Insuring Agreement **A.1.b.** Transportation Pollution Liability, if shown as purchased in the Declarations.

17. War

"Loss", however caused, arising, directly or indirectly, out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action taken in the hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

18. Workers' Compensation And Similar Laws

Any obligation of any insured under workers' compensation, disability benefits, unemployment compensation law, or any similar law.

19. Your Products

"Loss" arising out of "your product":

a. Designed, manufactured, sold, handled, distributed, altered, or repaired by you or by others trading under your name, any failure to warn, or any reliance upon a representation or warranty made at any time with respect thereto; or

b. Fabricated or installed by you, unless a "pollution condition" arises from the fabrication or installation of "your products" as part of "your work".

B. With respect to Insuring Agreement **A.2.,** Supplementary Coverages, and Coverage Extensions, this insurance does not apply to:

1. Breach Of Contract

"Claims" in any way involving an actual or alleged breach of contract, including, but not limited to, a breach of a written, express, oral, implied-in-law, or implied-in-fact contract.

2. Employment Practices

"Claims" arising out of the employment relationship or the nature, terms, or conditions of employment or any workplace tort brought by or on behalf of any "employee", former "employee", prospective "employee", independent contractor, or consultant of the insured including, but not limited to, the following:

a. Refusal to employ that person;

b. Termination of that person's employment; or

c. Employment-related practices, policies, acts, or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or malicious prosecution directed at that person.

3. Executive Officer

"Claims" arising out of your services or capacity as an executive officer, director, partner, trustee, or employee of a business enterprise not named in the Declarations.

4. Express Warranties

"Claims" arising out of any express warranties or guarantees.

5. Financial Related Matters

"Claims" arising out of any:

a. Liability or breach of any duty or obligation owed by you:

(1) In connection with the operation or administration of any health, pension, or employee benefit scheme, plan, trust, or fund, including but not limited to, violation or alleged violation of any related legislation or regulation such as the Employee Retirement Income Security Act of 1974, as amended; or

(2) Regarding the sale or purchase of any stocks, shares, or other securities, or the misuse of any information relating to them, including breach or alleged breach of any related legislation or regulation, including but not limited to the Securities Act of 1933 and Securities Exchange Act of 1934, both as amended; or

b. Breach of any fiduciary duty owed by you.

6. Insurance Or Bonds

"Claims" arising out of the advising of, requiring of, or failure to advise of or require, or failure to obtain or maintain, any form of insurance or surety bond.

7. Intellectual Property Hazard

"Claims" in any way involving any "intellectual property hazard", or any non-disclosure, non-compete, or non-solicitation agreement.

8. Knowingly Wrongful Acts

"Claims" arising out of any dishonest, fraudulent, criminal, malicious, intentional, or illegal "wrongful act" or knowingly "wrongful act" of any "responsible insured".

9. Not Licensed As Required By Law

"Claims" arising out of any acts or services performed by any insured that is not licensed or certified to perform such acts or services if such licensing or certification is required by law.

10. Patents Or Trade Secrets

"Claims" arising out of any:

a. Infringement or inducement of infringement of patent or trade secret or misappropriation of trade secrets or confidential or proprietary information relating to the Named Insured's business operations;

b. Unfair competition based upon infringement of copyright, patent, trademark, service mark, trade name, or trade secret;

c. The value of trade secrets, confidential processing methods, or other confidential or proprietary information; or

d. Any dispute related to ownership of any intellectual property.

11. Prior Claims

"Claims" first made against you prior to the inception of this coverage.

12. Prior Notice

"Claims" arising out of any fact, circumstance, or situation that has been the subject of any notice given prior to the policy period under any other policy of insurance or to any reinsurer, risk retention group or captive (or any other self-insurance plan or trust by whatsoever name), or insurance representative.

SECTION III - WHO IS AN INSURED

A. Each of the following is an insured under all Insuring Agreements, Supplementary Payments, and Coverage Extensions:

1. If you are designated in the Declarations as:

a. An individual, you and your spouse or "domestic partner" are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouse or "domestic partner" are also insureds, but only with respect to the conduct of your business.

c. 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.

d. A corporation or 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.

2. Any subsidiary company of yours and any company over which you have active control or majority ownership interest, or exercise management or financial control is a Named Insured with respect to the conduct of your business, provided:

a. You report all such entities to us within 180 days after you have acquired the organization; and

b. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this policy.

However:

(1) Coverage is afforded only until the 180th day after you acquire the subsidiary or the end of the policy period, whichever is earlier; and

(2) Coverage does not apply to "loss" that first commences before you acquired the subsidiary.

3. Your "employees", other than either your "executive officers" (if you are a corporation or an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of "your work".

4. In the event of your bankruptcy, your trustees, and in the event of your death or incapacity, your legal representatives or executors, but only with respect to each such trustee's, representative's, or executor's vicarious liability resulting from "your work".

5. Any organization you newly form, including any partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured, if:

a. You have contractually agreed to provide insurance for such organization;

b. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this policy; and

c. You report to us within 180 days after such formation that you acquired or formed the organization.

However:

(1) Coverage is afforded only until the 180th day after you form the organization or the end of the policy period, whichever is earlier; and

(2) Coverage does not apply to "loss" that first commences before you formed the organization.

B. Solely with respect to coverage provided under Insuring Agreements **A.1.a.** through **A.1.e.** and Supplementary Payments, each of the following is also an insured:

1. Any person or organization who has controlling interest over you, but only with respect to their liability arising out of their financial control over you or premises they own, maintain, or control while you lease or occupy those premises.

2. Any:

a. Person or organization with whom the insured has agreed to provide additional insured status in a written contract or agreement executed prior to the "pollution loss", but only with respect to liability for "pollution loss" arising out of "your work"; and

b. Other person or organization you are required to add as an additional insured under the written contract or agreement described in Paragraph **a.** above.

However, any insurance afforded to such additional insured:

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

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

(3) Is limited to the lesser of the applicable Limits Of Insurance shown in the Declarations or the amount required by the written contract or agreement. This Paragraph **2.** does not apply to any person or organization specifically named as an additional insured in an endorsement attached to this policy.

SECTION IV - LIMITS OF INSURANCE AND SELF-INSURED RETENTION

A. Limits Of Insurance

1. The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of insureds, "claims" made, or persons or organizations making "claims".

2. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of all "loss" and supplementary payments arising out of all "pollution conditions" and "wrongful acts" under all Insuring Agreements.

3. Subject to the General Aggregate Limit shown in the Declarations:

a. The Each Contractor's Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.a.** Contractor's Pollution Liability (Including Mold And Legionella) for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition".

b. The Each Transportation Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.b.** Transportation Pollution Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "transportation pollution condition".

c. The Each Non-Owned Disposal Site Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.C.** Non-Owned Disposal Site Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition" at a "non-owned disposal site".

d. The Each Sudden And Accidental Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.d.** Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition".

e. The Each Crisis Management And Emergency Response Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.e.** Crisis Management And Emergency Response Costs for the sum of all "crisis management costs " and "emergency response costs" arising out of any one "pollution condition".

f. The Each Wrongful Act Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.2.a.** Professional Liability for the sum of all "professional loss" and supplementary payments arising out of any one "wrongful act".

g. The Each Professional Liability Rectification Expense Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense for the sum of all "rectification expenses" arising out of any one "wrongful act". The remaining "rectification expenses" will be the sole responsibility of the Named Insured and do not reduce the Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations.

In the event a "claim" arises out of the same reported "wrongful act" for which the insured incurred "rectification expense", the limit available for payment of the "claim" will be the Each Wrongful Act Limit shown in the Declarations excess of the Professional Liability Rectification Expense Self-Insured Retention, minus the amount we reimbursed the insured for "rectification expense" under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense, subject to the General Aggregate Limit shown in the Declarations.

4. Amounts paid under Supplementary Payments **C.1.** Loss Of Earnings And Expense Reimbursement and **C.2.** Suit Against Indemnitee will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid as supplementary payments will reduce the applicable limits described in Paragraphs **2.** and **3.** above.

The limits of insurance of this policy apply separately to each policy period, unless the policy period is extended after issuance for an additional period. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

B. Self-Insured Retention

1. You agree to assume the:

a. Pollution Liability Self-Insured Retention shown in the Declarations with respect to the Insuring Agreements under Section **A.1.;**

b. Professional Liability Self-Insured Retention shown in the Declarations with respect to Insuring Agreement **A.2.a.;** and

c. Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations with respect to Insuring Agreement **A.2.b.**

Our obligation to pay "loss" or supplementary payments under this insurance and the applicable limit of insurance shown in the Declarations will apply in excess of the applicable Self-Insured Retention.

2. Regardless of whether or not there is any other insurance, whether or not collectible, applicable to a "claim", "pollution condition", or "wrongful act" within the Self-Insured Retention, you must make actual payment of the full Self-Insured Retention before the limits of insurance will apply. Compliance with this clause is a condition precedent for coverage under this insurance. We will make no payments of any type in the event you fail to comply with this clause.

3. You must not incur costs other than adjusting expenses without our written consent in the event of any "claim", "pollution condition", or "wrongful act" which appears likely to exceed the applicable Self-Insured Retention.

4. We have the right in all cases to assume control of the investigation, defense, and settlement of any "claim", "pollution condition", or "wrongful act" to which this insurance applies. When we exercise this right, the following apply:

a. You will remain responsible for the cost of all "loss" and supplementary payments within the applicable Self-Insured Retention;

b. At our request, you will advance to us any portion of the applicable Self-Insured Retention that we deem reasonable to pay for any "claim", "pollution condition", or "wrongful act";

c. If you have paid to us all or part of the applicable Self-Insured Retention and the total amount of the "loss" and supplementary payments that we pay for that "claim", "pollution condition", or "wrongful act" is less than the applicable Self-Insured Retention, then we will reimburse you the amount you paid in excess of the amount we pay; and

d. We will have the sole and absolute right to settle the "claim" for any amount we deem reasonable, including any amount within the Self-Insured Retention. Although we agree to attempt to advise and consult with you prior to making any settlement, we will have no obligation to obtain your consent or the consent of any other insured to any settlement we make that requires payment from you of any amount within the Self-Insured Retention. You and any other insured hereby waive any claim or defense against us resulting from our entering into any such settlement without your approval.

C. Multiple Insureds, Claims, And Claimants

The inclusion herein of more than one insured in any "claim" or the making of "claims" by more than one person or organization will not operate to increase the Limits Of Insurance shown in the Declarations. More than one "claim" arising out of a single "pollution condition" or "wrongful act" will be treated as a single "claim". Such single "claim" will be deemed first made on the date on which the earliest "claim" arising out of such "pollution condition" or "wrongful act" is made or, with respect to written notice given to and accepted by us, on the date within the policy period on which such written notice of potential "claim" is first received by us.

SECTION V - EXTENDED REPORTING PERIOD

For the applicable claims-made coverages, the following applies:

A. We will provide one or more Extended Reporting Periods, as described below, if:

1. Claims-made coverage provided by this policy is canceled or not renewed; or

2. We renew or replace the claims-made coverage provided by this policy with insurance that:

a. Has a Retroactive Date later than the date shown in the Declarations; or

b. Does not apply to "professional services" coverage on a claims-made basis.

The quotation of a different premium, deductible, or limit of insurance for renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.

B. The Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to injury from acts, errors, or omissions that occur before the end of the policy period but not before the applicable Retroactive Date shown in the Declarations, provided a "claim" for such injury is first made during the Extended Reporting Period.

Once in effect, the Extended Reporting Period may not be canceled.

C. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 60 days.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

D. An Optional Extended Reporting Period is available, subject to Paragraph **E.** below, but only by an endorsement and for an extra charge. This Optional Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph C. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

1. The exposures insured;

2. Previous types and amounts of insurance;

3. Limits of insurance available under this policy for future payment of "professional loss"; and

4. Other related factors.

This endorsement will set forth the terms, not inconsistent with this section, applicable to the Optional Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Optional Extended Reporting Period starts.

E. We do not have to provide an Optional Extended Reporting Period if:

1. There is any failure to pay any outstanding premiums when due;
2. Any insured fails to repay any self-insured retention amount we have paid;
3. Any insured has purchased any other insurance to replace the insurance provided under this endorsement; or
4. The application for this policy, including any addenda thereto, contains any material misrepresentation of fact.

F. The Extended Reporting Period will not reinstate or in any way increase the Limits Of Insurance shown in the Declarations.

SECTION VI - CONDITIONS

A. Assignment

This insurance may not be assigned without our prior consent, which consent will not be unreasonably withheld or delayed. Assignment of interest under this insurance will not bind us until our consent has been endorsed hereon.

B. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations or increase our liability under this policy.

C. Cancellation Or Nonrenewal

1. This policy may be canceled by you by surrender thereof to us or any of our authorized representatives or by mailing to us written notice stating when thereafter the cancellation will be effective.
2. If we decide to cancel or not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of cancellation or nonrenewal not less than:
   - **a.** 10 days prior to cancellation if we cancel for non-payment of premium;
   - **b.** 90 days prior to cancellation if we cancel for material misrepresentation or material change in risk covered by this policy; or
   - **c.** 60 days prior to nonrenewal.
3. If we cancel this policy for a reason listed in Paragraph **b.(2)** above, we will provide written notice of cancellation to any person or organization who has been issued a certificate of insurance under this policy stating when, not less than 90 days from the date of such notice, cancellation will become effective, but only if:
   - **a.** Cancellation is for reasons other than nonpayment of premium or self-insured retention reimbursement;
   - **b.** You are required by written contract to provide the additional insured with such notice; and
   - **c.** You provide us with a list of the applicable additional insureds, including their complete mailing addresses, within 7 days of our request.
4. If notice is mailed, proof of mailing is sufficient proof of such notice.

D. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations will act on behalf of all insureds for the receipt and acceptance of any endorsement issued by us to form a part of this policy. This policy's terms and conditions can be amended or waived only by endorsement issued by us and made a part of this policy. Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or change in any part of this policy or estop us from asserting any right under the terms and conditions of this policy.

E. Choice Of Law

Unless otherwise expressly endorsed in this policy, the laws of New York, without giving effect to its conflicts of law principles, governs all matters arising out of or relating to this policy and all of the transactions it contemplates including, without limitation, its formation, validity, interpretation, construction, performance, and enforcement.

F. Currency Provision

The limits of insurance, self-insured retention amount, and premiums shown in this policy are in United States currency. Any payments by us or you will be in United States currency.

G. Duties In The Event Of A Pollution Condition, Claim, Or Wrongful Act

1. You must see to it that we are notified as soon as practicable in writing of a "pollution condition" or "wrongful act". To the extent possible, notice must contain:
   a. How, when, and where the "pollution condition" or "wrongful act" took place;
   b. The names and addresses of any claimants, injured persons, and witnesses;
   c. The nature and location of any injury or damage arising out of the "pollution condition" or "wrongful act";
   d. The date and details of "your work" that may have caused the "pollution condition" or "wrongful act";
   e. Copies of any contracts that have been entered into by any insured that are related to "your work" performed or "professional services" rendered; and
   f. Details explaining how the insured first became aware of the “pollution condition” or "wrongful act".
2. Any reported "wrongful act" that subsequently becomes a “claim” made against the insured and reported to us in writing will be deemed to have been first made on the date that the written notice of the "wrongful act" was first received by us and will be subject to all of the terms and conditions of this policy.
3. If a "claim" is made against any insured:
   a. You must record and notify us as soon as practicable in writing of the specifics of the "claim" and the date received; and
   b. You and any other involved insured must:
      (1) Send us copies as soon as practicable of any demands, notices, summons, or legal papers received in connection with the "claim";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation, settlement, or defense of the "claim"; and
      (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 or damage to which this insurance may also apply.
4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent. However, written consent is not required with respect to:
   a. "Crisis management costs" that have been reported in accordance with Insuring Agreement **A.1.e.** Crisis Management Or Emergency Response Costs; or
   b. "Emergency response costs" that have been reported and approved by us or our appointed representative by use of the emergency response hotline.
5. Notice to your insurance agent or broker does not constitute notice to us for purposes of the receipt of notice.

H. Inspections 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.
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 **a.** and **b.** 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 **b.** 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.

I. Legal Action Against Us

No person or organization has a right under this policy:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "losses" that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

J. No Duplication Of Coverage

Only one Insuring Agreement will apply to the same "pollution condition". In the event that more than one Insuring Agreement can apply to the same "pollution condition", then the only Insuring Agreement that will apply will be that Insuring Agreement under which we have accepted coverage or that Insuring Agreement that has been held to apply to such "pollution condition".

However, this condition does not apply to Insuring Agreement **A.1.e.** Crisis Management And Emergency Response Costs.

K. Other Insurance

If other valid and collectible insurance is available to the insured for "loss" we cover under this policy, our obligations are limited as follows:

1. **Primary Insurance**

   This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. In that case, we will share with all such other insurance by the method described in Paragraph **c.** below.

2. **Excess Insurance**

   a. This insurance is excess over:

   (1) Any other insurance, whether primary, excess, contingent, or on any other basis, if you are an insured on an insurance policy that applies to "your work" performed at a specific job site and that insurance policy applies to a specific job site;

   (2) Any other valid and collectible insurance available to you covering liability for "loss" arising out of "your work" or "professional services", including that work or "professional services" for which you have been added as an additional insured by an endorsement, by definition in a contract or agreement, or by combination thereof; or

   (3) Any other valid and collectible insurance available to any person or entity performing functions for others on your behalf as defined in "your work" or "professional services" in this policy.

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

   c. When this insurance is excess over other insurance, we will pay only our share of the amount of the "loss", if any, that exceeds the sum of:

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

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

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

3. Method Of Sharing

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

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

4. Primary And Non-Contributory Insurance

Regardless of Paragraphs **1.** through **3.** above, this insurance is primary to, and will not seek contribution from:

a. Any other insurance available to any additional insured with whom you agree in a written contract or agreement to provide insurance on a primary and non-contributory basis;

b. Any other insurance available to any additional insured specifically named in an endorsement attached to this policy as an additional insured on a primary and non-contributory basis; or

c. Other valid and collectible insurance available, with respect to a "claim" covered under Insuring Agreement **A.1.b.** Transportation Pollution Liability.

L. Premium Audit

1. We will compute all premiums for this policy in accordance with our rules, rates, rating plans, and minimum premium requirements.

2. Premium shown as Advance And Deposit Premium in the Declarations is a deposit premium only. At the close of each audit period, we will compute earned premium for that period. All audit premiums are due and payable on notice to the first Named Insured.

3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

M. Premiums

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

N. Representations

By accepting this policy, you agree:

1. The statements in the applications, other materials submitted to us, and 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.

O. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom a "claim" is made.

P. Transfer Of Rights Of Recovery Against Others To Us

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

However, we waive any right of recovery we may have against any person or organization with whom the insured has agreed in a written contract or agreement to provide a waiver of transfer of rights of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract with that person or organization. But this waiver does not apply to any person or organization specifically named in an endorsement attached to this policy which waives our rights of subrogation and recovery.

Q. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our prior 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.

R. Waiver Of Self-Insured Retention Upon Successful Mediation

The self-insured retention will be waived, up to a maximum of $10,000, if:

1. A "claim" has not entered into litigation;

2. We and you mutually agree to "mediation" as a means to settle a "claim" made against the insured; and

3. Such "claim" is settled as a direct result of the "mediation" and within 30 days of the end of the "mediation".

When this occurs, we will not seek reimbursement from you for any qualifying self-insured retention amount we pay prior to the "mediation".

SECTION VII - DEFINITIONS

A. "Auto" means a land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment.

B. "Bodily injury" means physical injury, sickness, disease, mental anguish, or emotional distress sustained by any person, including medical monitoring, loss of services, or death resulting from any of these at any time.

C. "Cargo" means waste, products, or materials carried or delivered by a "covered conveyance".

D. "Carrier" means a person or an entity, other than any insured or any subsidiary or affiliate company of any insured, engaged by the insured to transport material by aircraft, "auto", or watercraft, but only if such person or entity is properly licensed to transport such material and in the business of transporting such material.

E. "Claim" means the insured's or our receipt of:

1. A written demand for "loss"; or

2. The service of "suit" or institution of arbitration proceedings against the insured.

However, "claim" does not include any "disciplinary proceeding".

F. "Cleanup costs" means reasonable and necessary expenses incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, disposal, remediation, detoxification, or neutralization of, or response to any "pollutants":

1. To the extent required by federal, state, local, or provincial laws, including, but not limited to, statutes, rules, ordinances, guidance documents, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, governing the liability or responsibilities of the insured; or

2. Which have been actually incurred by the government or any political subdivision of the United States of America or any state thereof, or by third parties.

"Cleanup costs" includes "restoration costs".

G. "Completed operations" means "your work" that has been completed. "Completed operations" does not include "your work" that has been abandoned or has not yet been completed. "Your work" will be deemed completed at the earliest of the following times:

1. When all work to be performed under the contract has been completed;

2. When all of the work to be done at the site has been completed if the contract calls for work at more than one site; or

3. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. "Your work" that may require further service, maintenance, correction, repair, or replacement, but is otherwise complete, will be deemed completed.

H. "Coverage territory" means:

1. The United States of America and its territories or possessions; and

2. International waters or airspace, but only if the "loss" occurs in the course of travel or transportation between any places included in Paragraph **1.** above.

I. "Covered conveyance" means any conveyance operated by or on behalf of an insured used for transporting property.

J. "Crisis management consultant" means a professional firm or consultant that provides crisis management services and has been approved in writing by us, the approval for which will not be unreasonably withheld.

K. "Crisis management costs" means those reasonable and necessary fees and expenses:

1. Incurred by you within 90 days after the "crisis management event" is discovered by you and is thereafter approved by us in writing; and

2. For services provided to you by a "crisis management consultant" for the sole purpose of assisting you with:

   (a) Managing the media in direct response to a "crisis management event" to which this insurance applies; or

   (b) Minimizing the economic harm to you caused by a "crisis management event" to which this insurance applies by consulting with you with respect to maintaining and restoring your company's public image or reputation.

You must take reasonable steps to minimize "crisis management costs".

L. "Crisis management event" means the public announcement by a third party that a "pollution condition" for which you are legally responsible has caused:

1. "Bodily injury" involving third parties; or

2. "Property damage", but only to the extent resulting in actual physical damage to real property owned by third parties;

provided that one of your "executive officers" has proffered, at our sole discretion, a good faith opinion that the public announcement or accusation has caused or is reasonably likely to cause economic harm to, or a material adverse effect on, your company's image or goodwill.

M. "Disciplinary proceeding" means the insured's receipt of any proceeding by a United States of America domiciled regulatory body, disciplinary board, or governmental agency, any of which has the authority to investigate charges of professional misconduct in the performance of "professional services"; however, "disciplinary proceedings" will not include any criminal proceeding.

N. "Domestic partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law.

O. "Emergency response costs" means reasonable and necessary costs incurred to mitigate a "pollution condition" constituting an emergency situation under applicable law whereby in the absence of such mitigation:

1. "Bodily injury" or "property damage" to third parties is imminent; or

2. "Cleanup costs" pursuant to environmental law are incurred.

P. "Employee" includes temporary and leased staff working on your behalf and under your direct supervision, but only with respect to "your work".

Q. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.

R. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

1. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate, or dangerous; or

2. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment, or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

S. "Insured contract" means:

1. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
2. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

T. "Intellectual property hazard" means:

1. Infringement, in any manner, of a copyright, patent, trademark, service mark, trade dress, title or slogan, service name, trade name, or copyright joint ownership, or other intellectual property rights;
2. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, services, or claims;
3. Piracy or unfair competition;
4. Oral or written publication, in any manner, of material that violates a person's right to privacy;
5. The use of another's style of doing business, intellectual property, trade secrets, or market share agreements;
6. The use of another's advertising idea in your advertisement;
7. Violations of the Lanham Act (15 USC §1051-1141N); and
8. Violations of the Computer Fraud and Abuse Act (CFAA) (18 USC §1030), including violations of any regulations implementing the CFAA, and any similar state or federal law or regulation.

U. "Interrelated wrongful acts" means any "wrongful acts" that have as a common connection or nexus any fact, circumstance, situation, event, cause, transaction, or series of facts, circumstances, situations, events, causes, or transactions.

V. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto a vehicle;
b. While it is in or on a vehicle; or
c. While it is being moved from a vehicle to the place where it is finally delivered.

W. "Loss" means "pollution loss" or "professional loss".

X. "Mediation" means the voluntary process in which an objective third party, who is a qualified professional mediator selected by the parties to the "claim" with our written agreement, intervenes between the parties to promote settlement of a "claim". "Mediation" does not include litigation, arbitration, or court mandated proceeding.

Y. "Mold" means any permanent or transient fungus, mold, mildew, or mycotoxin or any of the spores, scents, or by-products produced or released by fungus.

Z. "Natural resource damages" means physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States of America, any state or local government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

AA. "Non-owned disposal site" means a location you use for the treatment, storage, or disposal of waste or material, provided the "non-owned disposal site":

1. Is not managed, operated, owned, or leased by any insured or any subsidiary or affiliate of any insured;
2. Is permitted or licensed by the applicable federal, state, local, or provincial authorities to accept such waste or material as of the date the waste or material is treated, stored, or disposed of at the "non-owned disposal site"; and
3. Is not listed on a proposed or final Federal National Priorities List or any state or provincial equivalent National Priorities List, Superfund, or Hazardous Waste List prior to the treatment, storage, or disposal of the waste or material at the "non-owned disposal site".

BB. "Pollutants" means any solid, liquid, gaseous, thermal, biological, or low-level radioactive substance, material, or matter, irritant, or contaminant, including, but not limited to, electromagnetic frequency, smoke, vapor, soot, silt, sedimentation, fumes, acids, alkalis, chemicals, or waste. Waste includes medical waste and all other materials to be disposed of, recycled, stored, reconditioned, or reclaimed. With respect to Insuring Agreements **A.1.a.** Contractors Pollution Liability (Including Mold And Legionella) and **A.1.e.** Crisis Management And Emergency Response Costs only, "pollutants" includes "mold" and legionella pneumophila.

CC. "Pollution condition" means the discharge, dispersal, seepage, migration, growth, release, or escape of "pollutants". With respect to Insuring Agreements **A.1.b.** Transportation Pollution Liability and **A.1.e.** Crisis Management And Emergency Response Costs only, "pollution condition" includes "transportation pollution condition".

DD. "Pollution loss" means:

1. A monetary judgment, award, or settlement for "bodily injury" or "property damage"; or

2. "Cleanup costs".

EE. "Professional loss" means a monetary judgment, award, or settlement for a "wrongful act", including punitive or exemplary damages where insurable by law; however, "professional loss" does not include:

1. Multiplied portions of damages in excess of actual damages, including trebling of damages;

2. Any cost required to repair, build, or modify property to comply with any award or order by a court, administrative order, arbitration award, or any similar judgment;

3. Taxes, fines, or penalties imposed by law;

4. Sanctions;

5. Matters which are uninsurable under the law pursuant to which this policy will be construed;

6. The return, restitution, disgorgement, or off-set of any fees, costs, or expenses paid to or charged by any insured or any interest thereon;

7. Any other equitable relief;

8. Claimants' attorneys' fees or damages awarded for breach of contract, except attorneys' fees awarded for the successful prosecution of a "claim" otherwise covered by this policy; or

9. Any "rectification expense".

FF. "Professional services" means those functions as disclosed on the application or which are specifically shown in an endorsement to this policy performed for others by you or on your behalf that are related to your practice as a consultant, engineer, architect, surveyor, laboratory, project manager, or construction manager including, but not limited to, engineering services or the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications.

GG. "Property damage" means:

1. Physical injury to tangible property, including all resulting loss of use or diminution in value of that property. All such loss of use or diminution in value will be deemed to occur at the time of the physical injury that caused it;

2. Loss of use or diminution in value of tangible property that is not physically injured. All such loss of use or diminution in value will be deemed to occur at the time of the "claim"; or

3. "Natural resource damages".

HH. "Rectification Expense" means reasonable and necessary direct costs and expense incurred by the insured with respect to any action to rectify or mitigate a covered "wrongful act".

"Rectification expense" does not include any of the insured's profit, overhead, or mark-up, or any betterment to a project to which "rectification expense" applies.

II. "Responsible insured" means:

1. You, your "executive officer", director, partner, member, or manager;

2. Any insured who has responsibility, in whole or in part, for risk control, risk management, health and safety, or environmental affairs, control, or compliance; or

3. Any insured who signed or who has responsibility, in whole or in part, for completing the application on which we relied in issuing this policy.

JJ. "Restoration costs" means reasonable and necessary costs incurred by the insured with our consent, which will not be unreasonably withheld or delayed, to restore, repair, or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring "cleanup costs". However, such "restoration costs" will not exceed the actual cash value of such property immediately prior to incurring "cleanup costs" or include costs associated with improvements, betterments, ordinance, or law.

KK."Suit" means a civil proceeding in which "loss" to which this insurance applies is alleged. "Suit" includes:

1. An arbitration proceeding in which such "loss" is claimed and to which the insured must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceeding in which such "loss" is claimed and to which the insured submits with our consent.

"Suit" does not include any "disciplinary proceeding".

LL. "Transportation pollution condition" means the emission, discharge, dispersal, release, or escape of "pollutants" from a "covered conveyance" which occurs beyond the boundaries of a premises owned or occupied by, or rented or leased to, any insured.

MM."Transported cargo" means the insured's "cargo" after it is moved from the place where it is accepted by or on behalf of an insured for movement into or onto a "covered conveyance", until the "cargo" is moved from the "covered conveyance" to the place where it is finally delivered on behalf of the insured. "Transported cargo" also includes "cargo" during "loading or unloading" to or from a "covered conveyance".

"Transported cargo" does not include "cargo" at rest for a period longer than 72 hours after it has been accepted on behalf of the insured for movement into or onto a "covered conveyance" but before it reaches the place of final delivery.

NN. "Unmanned aircraft" means an aircraft that is not designed, manufactured, or modified after manufacture to be controlled directly by a person from within or on the aircraft.

OO."Wrongful act" means any actual or alleged act, error, or omission in the performance of "professional services" by you or any person for whose acts you are legally responsible.

"Wrongful act" includes "interrelated wrongful acts".

PP. "Your product":

1. Means:
   - **(a)** Any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:
     - **(1)** You;
     - **(2)** Others trading under your name; or
     - **(3)** A person or organization whose business or assets you have acquired; and
   - **(b)** Containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products.
2. Includes:
   - **(a)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your product"; and
   - **(b)** The providing of or failure to provide warnings or instructions.
3. Does not include vending machines or other property rented to or located for the use of others but not sold.

QQ."Your work":

1. Means:
   - **(a)** Contracting work or contracting operations performed by you or on your behalf for others at a location that you do not own, control, rent, or occupy other than for the purpose of performing "your work"; and

(b) Materials, parts, or equipment furnished in connection with such work or operations.

2. Includes:

(a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your work";

(b) The providing of or failure to provide warnings or instructions; and

(c) The "completed operations" of "your work".

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 5, 2026

WA UBI No.	600 074 664
L&I Account ID	271,413-00
Legal Business Name	KNIGHT CONST & SUPPLY INC
Doing Business As	KNIGHT CONST & SUPPLY INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2026 "Greater than 100 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	KNIGHCS281ON
License Expiration	08/22/2028

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).

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: KNIGHT CONST. & SUPPLY, INC.

Business name: KNIGHT CONST. & SUPPLY, INC.

Entity type: Profit Corporation

UBI #: 600-074-664

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2601 E 6TH ST
DEER PARK WA 99006-5381

Mailing address: 2601 E 6TH ST
DEER PARK WA 99006-5381

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Deer Park General Business				Active	Jul-31-2027	Sep-21-2020
Kennewick General Business - Non-Resident				Active	Mar-31-2027	Mar-10-2026
Minor Work Permit				Active	Jul-31-2027	Jul-21-1995
Spokane General Business - Non-Resident	T12001102BUS			Active	Jul-31-2027	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Jul-31-2027	Nov-28-2022

Owners and officers on file with the Department of Revenue

Owners and officers	Title
KNIGHT, DAVID	
KNIGHT, DOUGLAS J	

The Business Lookup information is updated nightly. Search date and time: 7/15/2026 9:24:22 AM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/23/2026

Date Rec'd	8/17/2026		
Clerk's File #	OPR 2026-0782		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	RFQ 6523-26
Contact Name/Phone	TRACE 625-6524	**Requisition #**	CR 28921
Contact E-Mail	TBRADBURN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	CONTRACT FOR FABRIC FILTER BAG CHANGEOUT SERVICES		

Agenda Wording

Contract award to Knight Const. & Supply, Inc. (Deer Park, WA) for fabric filter bag changeout services from 10/15/2026 - 6/30/2028 and a total cost of $322,822.54, plus tax.

Summary (Background)

The Waste to Energy Facility utilizes fabric filter bags to remove fine particulate from the furnace air before discharge from the facility. These bags must be replaced every 4 to 5 years or as they become worn. A complete bag change out is scheduled for one boiler in the fall of 2026 and the other boiler in the spring of 2027. RFQ 6523-26 was issued for this service and Knight Const. & Supply, Inc. was the only respondent. The resulting contract award would be from 10/15/26-6/30/28 to allow for any changes in the scheduling of the changeout. The total cost for boiler 2 in 2026 is $164,714.82 including tax. The total cost for boiler 1 in 2027 is $158,107.72, including tax.

What impacts would the proposal have on historically excluded communities?

No impacts are identified. 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 all solid waste customers and are committed to being financially and environmentally responsible.

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

This routine purchase is designed to manage costs and continue to provide solid waste services in support of all ratepayers. It will not impact race, gender identity, national origin, income level, disability, sexual orientation or other existing disparities.

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

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

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

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

Council Subcommittee Review

Not Applicable

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 322,822.54
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a repair and maintenance service expense that is planned for every 4 to 5 years in the Solid Waste Disposal capital plan.

Amount		Budget Account
Expense	$ 164,714.82	# 4490-44900-37145-54803-19031 (2026 budget)
Expense	$ 158,107.72	# 4490-44900-37148-54803-19032 (2027 budget)
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	BRADBURN, TRACE	**PURCHASING**	PRINCE, THEA
Division Director	AVERYT, CHRIS		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List

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City Clerk's No. OPR 2026-0782

City of Spokane

PUBLIC WORKS CONTRACT

Title: **FABRIC FILTER BAG CHANGE OUT SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KNIGHT CONST. AND SUPPLY, INC.,** whose address is 2601 East 6th Street, Deer Park, Washington 99006 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Fabric Filter Bag Change Out Services**, selected via PW ITB #6523-26.

2. CONTRACT DOCUMENTS. The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor's Response to PW ITB #6523-26 (Exhibit B). In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. TERM. The term of this Contract begins on October 15, 2026, and ends on June 30, 2028, unless amended by written agreement or terminated earlier under the provisions.

4. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

5. COMPENSATION/PAYMENT.

A. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **THREE HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED TWENTY-TWO AND 54/100 DOLLARS ($322,822.54)**, including tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

B. PAYMENT. The Contractor will send its applications for payment to Solid Waste Disposal, Attn: Michelle Dorgan email: MDorgan@spokanecity.org. . All invoices

should include the Department Contract No. “OPR XXXX-XXXX” and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.

6. PREVAILING WAGES.

A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. (L&I).

B. State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

https//fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide Worker’s Compensation coverage for all their subject

workers and **Employers Liability Insurance (Stop Gap)** in the amount of $1,000,000.

B. **General Liability Insurance** on an occurrence basis, of not less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;

i. Acceptable supplementary Umbrella insurance coverage combined with Contractor's General Liability insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in this Agreement; and;

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

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

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

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

10. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

   a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

   b. A Washington Employment Security Department number, as required in Title 50 RCW;

   c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

   d. Have HAZWOPER Certification for Soil Handling.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

13. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

14. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

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

17. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

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

19. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

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

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

22. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

23. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

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

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

KNIGHT CONST. AND SUPPLY, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Contract:
Exhibit A - Certification Regarding Debarment
Exhibit B – Bid Response Summary to PW ITB #6543-26
26-127a

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number RFQ 6523-26
Bid Title Fabric Filter Bag Change Out Services – Prevailing Wages – Unit Price
Bid Base Currency USD
Due Date Monday, July 13, 2026 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Knight Const. & Supply, Inc.
Submitted By Jessica Turk - Thursday, July 9, 2026 4:49:35 PM [(UTC-08:00) Pacific Time (US & Canada)]
jturk@knightconst.com
Comments

Question Responses

Group	Reference Number	Question	Response
PRE-BID MEETING - MANDATORY			
	#1	MANDATORY PRE-BID MEETING A MANDATORY pre-bid meeting and walk through will be held on THURSDAY, May 7, 2026, at 10:30AM. The location will be at the Waste to Energy Facility (WTEF), Administration Office, 2900 S Geiger Blvd, Spokane WA 99224. Boilers are down at this time for maintenance. This meeting is MANDATORY, only bidders who attended would be able to submit a bid.	I acknowledge and I understand
BACKGROUND			
	#1	The City of Spokane, Solid Waste Disposal, Waste to Energy Facility (COS WTEF), located at 2900 S. Geiger Blvd, Spokane WA, 99224, 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 acknowledge and I understand
	#2	The COS WTEF utilizes two Babcock and Wilcox refuse fired boiler units each operating at 850 psig 825 F producing up to 114000 lbs/hr of steam per hour. The flue gas flows up from the furnace and thru a 33 pendant wide 20 tube deep super heater before entering a long flow generating bank. From the generator the flue gas flows thru a two unit Kentube horizontal tube economizer. Upon exiting the economizer the gas then flows down thru a seven story high spray dyer absorber before entering the fabric filter bag houses.	I acknowledge and I understand
	#3	Each of the two boiler units has its own dedicated fabric filter bag house. Each bag house is comprised of six modules equipped with a total of 1,710 fabric filter bags. Boiler Unit 1's dedicated fabric filter bag house had a complete bag change out in May 2021, requiring 1710 fabric filter bags to be changed out. Boiler Unit 2's dedicated fabric filter bag house had a complete bag change out in May 2022, requiring 1710 fabric filter bags to be changed out. Each fabric filter bag house is changed out approximately every 4 to 5 years.	I acknowledge and I understand

	#4	Resulting Contract will be for a period of October 15, 2026 and end on June 30, 2028. Awarded Contactor would perform Boiler Unit 2's dedicated fabric filter bag house change out during the October-November 2026 Maintenance Related Outage Season. Awarded Contractor would perform Boiler Unit 1's dedicated fabric filter bag house change out during the May 2027 Maintenance Related Outage Season. The City reserves the right to change dates, so contract period is through June 30, 2028.	I agree and I acknowledge
	#5	The COS WTEF is requesting bids from qualified contractor to perform Fabric Filter Bag Change Out Services, for Wheelabrator Air Pollution Control Modules: Size FA 1915TA, Model 156, Series 6P. The COS WTEF to provide replacement bags.	I agree and I acknowledge
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has attended the mandatory pre-bid meeting visiting the site and familiarized itself with the local conditions under which the Work is to be performed, and acknowledges it has read the RFQ 6523-25 bid document and reviewed all attachments that are attached in the 'Documents' Tab, and understands the bid requirements.	I agree and I acknowledge
	CONTRACTOR'S REPRESENTATION	The Contractor acknowledges that it has read and understand the Contractor Safety and Environmental Requirements document in the 'Documents' Tab	I agree and I acknowledge
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I agree and I acknowledge
	CONTRACT EXTENSTIONS	Contract extensions may be initiated by the City of Spokane, subject to mutual agreement.	I agree and I acknowledge
	EXECUTION OF CONTRACT	Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.	I agree and I acknowledge
	GUARANTEE	The Contractor guarantees all work, labor and materials. If any unsatisfactory condition or defect develops, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I agree and I acknowledge
	PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. Payment will be made only for actual services requested, performed, and accepted.	I agree and I acknowledge
	REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	I agree and I acknowledge

	CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	Acknowledged and Agreed
	CONTRACTOR CONTACT INFORMATION	Indicate the appropriate point of contact (including phone number and email) submitting this bid. If awarded contract, should contract actions not be managed by the same person, please explicitly specify all relevant contacts.	Jennifer Teel 509-276-2229 jteel@knightconst.com
	CONTRACTOR CONTACT INFORMATION	Indicate the appropriate point of contact (including phone number and email) authorized to sign a contract.	David A. Knight, President 509-276-2229 dave@knightconst.com
	CONTRACTOR CONTACT INFORMATION	Bidders must submit cover letters stating qualifications for supplying services to the City of Spokane. Upload Letter Document.	KCS Cover Letter signed.pdf
PREVAILING WAGE REQUIREMENTS			
	#1	The Services under this are subject to prevailing wages under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of filing fees, prevailing wages, bid bond, payment “and” performance bonds, and sales tax implications in making their bids.	Acknowledged and Agreed
	#2	Payment and Performance bonds are NOT required.	Acknowledged and Agreed
	#3	Statutory retainage is NOT required.	Acknowledged and Agreed
	#4	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	Acknowledged and Agreed
	#5	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is Monday, JULY 13, 2026.	Acknowledged and Agreed
	#6	Prevailing Wages Multi-Year Contracts and Extensions: For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months.	Acknowledged and Agreed

	#7	Upon the anniversary date of the contract, labor rates must be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.	Acknowledged and Agreed
	#8	Statement of Intent: The Contractor will submit a “Statement of Intent to Pay Prevailing Wages” certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The “Statement of Intent to Pay Prevailing Wages” shall include: (1) the Contractor’s registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor must submit an “Affidavit of Wages Paid” certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	Acknowledged and Agreed
	#9	Filing Fees: The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	Acknowledged and Agreed
	#10	Public Works and Prevailing Wage Training. As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement prior to time of bid submittal.	Acknowledged and Agreed
TECHNICAL REQUIREMENTS			
	Performance	The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation (mob/demob), supplies (to include Personal Protective Equipment (PPE)), supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described for Fabric Filter Bag Change Out Services for the COS WTEF. The COS WTEF to provide new fabric filter bags.	I agree and I acknowledge

	Scope of Work #1	WORKMANSHIP: This scope is intended to provide clarification and it is not intended to be a complete listing of the contractor's responsibilities as it pertains to Fabric Filter Bag Change Out Services, nor is it to define in detail the method of performing Services. The apparent silence or omission as to any detail of any services to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis. Any work that, in the opinion of the City of Spokane, is not in accordance with the best prevailing trade practice may be rejected without recourse.	I agree and I acknowledge	
	Scope of Work #2	Contractor must adhere to the City's outage schedule.	I agree and I acknowledge	
	Scope of Work #2.1	Contractor Completion Time: Boiler Unit 2's dedicated fabric filter bag house. The bidder agrees to perform the work during the October-November 2026 Maintenance Outage Season at the COS WTEF. The exact dates and times to be provided later to the successful bidder, and may be adjusted by +/- 2 days as the outage timeline shifts. The boiler will be down 7 - 10 days. There is a possibility that this work will need to be completed on a Saturday or Sunday. The City reserves the right to change this date and coordinate with awarded Contractor should date need to be changed.	I agree and I acknowledge	
	Scope of Work #2.2	Contractor Completion Time: Boiler Unit 1's dedicated fabric filter bag house. The bidder agrees to perform the work consistent during the May 2027 Maintenance Outage Season at the COS WTEF. The exact dates and times to be provided later to the successful bidder, and may be adjusted by +/- 2 days as the outage timeline shifts. The boiler will be down 7 - 10 days. There is a possibility that this work will need to be completed on a Saturday or Sunday. The City reserves the right to change this date and will coordinate with awarded Contractor should date need to be changed.	I agree and I acknowledge	
	Scope of Work #3	Scope of Work Tasks: Acknowledge that you have read and understand Scope of Work Tasks.	I agree and I acknowledge	
	Scope of Work #3.1	If you took exception to Scope of Work Tasks requirements as stated in RFQ 6523-26, explain in detail.	None	
	Scope of Work #4	Acknowledge that you have read and understand the following Liquidated Damages paragraph: In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of TEN THOUSAND DOLLARS ($10,000.00) per working day until the work is satisfactorily completed.	I agree and I acknowledge	
	Scope of Work #4.1	If you took exception to Liquidated Damages explain in detail.	None	
	EXCEPTIONS	If you took exceptions to any of the above requirements, that were not previously addressed above, explain in detail.	None	
BID				

	#1	Bidder Must Download the 'Bid Proposal' Pages 11 - 13 of the RFQ 6523-26 bid document in the 'Documents' tab, complete, and upload the completed document here.	2. KCS Bid Proposal Pages 11-13 signed.pdf
	#1.1	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	Acknowledged and Understood
	#2	BID SECURITY (Bid Bond). The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. As soon as the bid prices have been compared, the City will release the bid security of all except the three (3) lowest responsible bidders. When the resulting contract is signed and returned with the approved evidence of insurance, the other bid security will be released. If the bidder is awarded the contract and fails to enter into a contract and/or fails to furnish payment and performance bonds, and the approved evidence of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.	Acknowledged and Understood
	#2.1	BID SECURITY (Bid Bond). Please upload your bid bond here using blank form Page 14 of the RFQ 6523-26 bid document in the 'Documents' tab.	KCS Signed Bid Bond.pdf
	#4	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of ninety (90) calendar days after the stated submittal date.	I agree and I acknowledge
	#5	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	1,2
CONTRACTOR RESPONSIBILITY			
	1	Washington State Contractor’s Registration No.	KNIGHCS281ON
	2	Washington Unified Business Identifier (UBI) number	600 074 664
	3	Contractor's Washington Employment Security Department Number	357105-00-6
	4	Contractor's Washington Excise Tax Registration Number	600 074 664
	5	Contractor's City of Spokane Business Registration Number	T12001102BUS
TERMS AND CONDITIONS			
	#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If selected response is: "I don't agree and I don't acknowledge”, include requested exception on separate page and title as “Exception to Terms and Conditions”, and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I don’t agree and I don’t acknowledge
	#1	EXCEPTIONS TO TERMS AND CONDITIONS: If you took exception above, upload here.	Please see # 4 Uploaded Exceptions to Terms and Conditions.

	#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
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS			
	1	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	Certifies
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	If you have additional information/documents to submit, upload them here.	KCS RFQ Bid Submitted By.pdf
	#2	If you have additional information/documents to submit, upload them here.	Addendum 1 signed.pdf
	#3	If you have additional information/documents to submit, upload them here.	Addendum 2 signed.pdf
	#4	If you have additional information/documents to submit, upload them here.	Exceptions to Terms and Conditions RFQ 6523-26.pdf
	#5	If you have additional information/documents to submit, upload them here.	

Addendum 2
June 11, 2026

RFQ 6523-26
Fabric Filter Bag Change Out Services – Prevailing Wages – Unit Price

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

Addendum 2 changes the Insurance Requirements as noted below:

Insurance Requirements Are Changed To:

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. Workers' Compensation Insurance in compliance with RCW 51, which requires subject employers to provide Worker's Compensation coverage for all their subject workers and Employers Liability Insurance (Stop Gap) in the amount of $1,000,000.

Note: Workers Compensation may not be listed on the COI since WA businesses are required to obtain through L & I. Employers Liability or Stop Gap is separate coverage and can be found under the GL or in the Workers Compensation section on COI.

B. General Liability Insurance on an occurrence basis, of not less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.

i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

Rick Rinderle
Procurement Specialist

The undersigned acknowledges receipt of this Addendum.

Knight Const. & Supply, Inc

Company

Signature

Addendum 1
May 7, 2026

RFQ 6523-26
Fabric Filter Bag Change Out Services – Prevailing Wages – Unit Price

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM SHOULD BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

Addendum 1 provides a copy of the sign-in sheet for the 5/7/2026 Mandatory Pre-Bid Meeting.

No questions were asked during the meeting.

No walk through was conducted. Knight Construction, was the only Contractor who attended the Mandatory Site Visit, and advised that it did not need to conduct a walk through, having performed changed out services in the past.

Clarification Deadline of 9AM, 6/15/2026, to submit questions via ProcureWare was emphasized.

Copy of Sign-in Sheet

RFQ 6523-26, Fabric Filter Bag Change Out Services – Prevailing Wages – Unit Price			
MANDATORY pre-bid meeting conference and walk through, THURSDAY, MAY 7, 2026, at 10:30am. Location: Waste to Energy Facility (WTEF) Admin Offices, 2900 S Geiger Blvd., Spokane WA. Boilers are down at this time for maintenance. **This meeting is MANDATORY only bidders who attend would be able to submit a bid.**			
Company Name	**Individual's Printed Name**	**Signature**	**Email address**
Knight Const	Jesse Ingraham	Jesse Ingraham	Jessei@knightconst.com
C.O.S.	JOE WHITEMAN	JWhiteman	jwhiteman@spokanecity.org
COS	Greg Lafrenz	[illegible]	glafrenz@spokanecity.org
City of Spokane	Rick Rinderle	Rick Rinderle	RRinderle@SPOKANECity.ORG

Rick Rinderle
Procurement Specialist

The undersigned acknowledges receipt of this Addendum.

Knight Const. & Supply, Inc.
Company

Signature

ATTACHMENT 1

TERMS AND CONDITIONS

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, it shall be posted to the City of Spokane's online procurement system https://spokane.procureware.com.

The City also reserves the right to cancel or reissue the RFQ in whole or in part, prior to final award of a contract.

5. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

6. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ.

7. INTERLOCAL PURCHASE AGREEMENTS

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.

8. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

9. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

10. NONDISCRIMINATION

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

11. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Firm shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Firm in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Firm shall comply with the provisions of Chapter 49.60 RCW in all activities relating to any Contract/Grant Agreement.

In compliance with these acts, this material can be made available in an alternate format by request through ProcureWare question tab.

12. BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at http://dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

13. COMPOST POLICY

All projects that include design services for a) landscaping, b) construction & postconstruction soil amendments, c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and d) Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both, shall plan for the use of compost in these projects to the maximum extent economically feasible to meet the requirements established in RCW 43.19A.120.

14. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. 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.

15. ANTI-KICKBACK

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

16. DISPUTES

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

17. TERMINATION

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party

terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings, and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, 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.

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.

19. LIABILITY caused by

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

20. INSURANCE COVERAGE Per Amendment 2

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

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

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

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

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

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

CITY OF SPOKANE
Purchasing Center
915 N. Nelson Street
Spokane, Washington 99202
(509) 625-6527

Request for Quote

RFQ NUMBER: 6523-26 TITLE: **Fabric Filter Bag Change Out Services - Prevailing Wages -Unit Price** BID COORDINATOR: Rick Rinderle, City of Spokane Purchasing Department MANDATORY PRE-BID CONFERENCE: **THURSDAY, May, 07, 2026, at 10:30AM**. The location will be at the Waste to Energy Facility (WTEF) Admin Offices, 2900 S Geiger Blvd., Spokane WA. **This meeting is MANDATORY only bidders who attended would be able to submit a bid.** QUESTION DEADLINE: **Monday, June 15, 2026, at 9:00AM.**	BID DUE DATE: **Monday, JULY 13, 2026.** TIME: 9:00AM Bid Submittal: All Bids shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com before the bid due date and time.

BID SUBMITTED BY:

COMPANY Knight Const. & Supply, Inc.

MAILING ADDRESS 2601 E 6th St.
Deer Park, WA 99006

PHYSICAL ADDRESS 2601 E 6th St.
Deer Park, WA 99006

PHONE NUMBER (509) 276-2229

E-MAIL ADDRESS dave@knightconst.com

Rick Rinderle

Rick Rinderle
Purchasing

These Next Three Pages (Pages #11- 13) Comprising Bid Proposal Must Be COMPLETED ENTIRELY and Uploaded Into ProcureWare Via The Response Tab, Bid Section Question Number #1.

BID PROPOSAL.

PROJECT: **RFQ 6523-26, Fabric Filter Bag Change Out Services - Prevailing Wages -Unit Price**

SALE TAX. Bidders acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law.

EVALUATION: As a cost comparison for this bid, we are using the Bidder's all-inclusive, firm-fixed price, to perform Fabric Bag Change Out for October-November 2026 Maintenance Outage Season, and the May 2027 Maintenance Outage Season. The City reserves the right to change dates, so the period of performance of any contract resulting from this Bid is tentatively scheduled to begin on or about October 15, 2026 and to end on June 30, 2028.

The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Pricing Page for services performed.

CONTRACT COMPLETION TIME. The bidder must adhere to the City's outage schedule**.**

Boiler Unit 2's dedicated Fabric Filter Bag Change Out. The bidder agrees to perform the work during the October-November 2026 Maintenance Outage Season at the COS WTEF. The exact dates and times to be provided later to the successful bidder, and may be adjusted by +/- 2 days as the outage timeline shifts. The boiler will be down 7 - 10 days. There is a possibility that this work will need to be completed on a Saturday or Sunday. The City reserves the right to change this date and coordinate with awarded Contractor should date need to be changed.

Boiler Unit 1's dedicated Fabric Filter Bag Change Out. The bidder agrees to perform the work during the May 2027 Maintenance Outage Season at the COS WTEF. The exact dates and times to be provided later to the successful bidder, and may be adjusted by +/- 2 days as the outage timeline shifts. The boiler will be down 7 - 10 days. There is a possibility that this work will need to be completed on a Saturday or Sunday. The City reserves the right to change this date and will coordinate with awarded Contractor should date need to be changed

LIQUIDATED DAMAGES. In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of Ten Thousand Dollars ($10,000) per working day until the work is satisfactorily completed.

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

BID OFFER. The all inclusive, firm-fixed price(s) listed in this bid proposal is tendered as an offer to do all work, furnish all labor, materials, tools, construction equipment, transportation (mob/demob), supplies (to include Personal Protective Equipment (PPE)), supervision, permits, organization and other items of work and cost required for the proper execution and completion of the work described for Fabric Filter Bag Change Out Services for the COS WTEF in strict accordance with the contract documents. The bidder proposes to do the services at the following unit prices:

October 15, 2026 Through October 14, 2027

Prices shall be firm throughout the first year of the contract period, 10/15/26 through 10/14//2027. For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months

.

Unit 2's Fabric Filter Bag Change Out October-November 2026.

Bidder's all-inclusive, firm-fixed price:	**$** 150,976.00
SALES TAX (9.1%)	**$** 13,738.82
TOTAL PRICE:	**$** 164,714.82

Unit 1, Fabric Filter Bag Change Out May 2027.

Bidder's all-inclusive, firm-fixed price:	**$** 144,920.00
SALES TAX (9.1%)	**$** 13,187.72
TOTAL BASE PRICE:	**$** 158,107.72

Bidder's Overall Extended Total: **$** 322,822.54

ADDENDA.
The undersigned acknowledges receipt of addenda number(s) 1, 2 and agrees that their requirements have been included in this bid proposal.

BIDDER RESPONSIBILITY.

Washington State Contractor's License Number KNIGHCS281ON

Washington Unified Business Identifier (UBI) number 600 074 664

Washington Employment Security Department Number 357105-00-6

Washington Excise Tax Registration Number 600 074 664

City of Spokane Business License Number T12001102BUS
(The successful bidder shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

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

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

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid

solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Name of Bidder: Knight Const. & Supply, Inc. (KCS)

_____
Signature of Bidder's Authorized Representative

Printed Name David A. Knight

Title President

Email Address and Phone Number dave@knightconst.com; 509-276-2229

Construction with Integrity Since 1968
WA License #KNIGHCS281ON

GENERAL CONTRACTORS
BUILDING SUPPLIES
Phone (509) 276-2229
Fax (509) 276-6055
2601 E 6TH STREET
DEER PARK, WA 99006

July 13, 2026

City of Spokane
Purchasing Center
915 N. Nelson Street
Spokane, WA 99202

Re: City of Spokane, Waste to Energy Facility – Fabric Filter Bag Change Out Services – Prevailing Wages – Unit Price, RFQ Number 6532-26

Knight Const. & Supply, Inc. (KCS) is pleased to submit its qualifications for City of Spokane Waste to Energy Facility (WTEF) Fabric Filter Bag Change Out Services project (RFQ No. 6532-26). Our extensive experience at the facility, combined with our proven performance on previous bag change-out projects, positions KCS to successfully execute the work safely, efficiently, and on schedule.

KCS previously performed these services under Contract PW ITB 5251-20, awarded by the City of Spokane in 2021. Our team successfully completed the Boiler 1 bag change out in May 2021 and the Boiler 2 bag change out in May 2022. Both projects were completed without incident, met all project requirements, and were delivered on time. Our direct experience provides our team with valuable familiarity with the facility, equipment, access requirements, and operational considerations associated with this work.

In addition to our direct WTEF experience, KCS brings more than 30 years of mechanical repair and maintenance experience in industrial plants, paper mills, and other WTEFs throughout the Inland Northwest. Many of our project managers and skilled craftsmen have worked regularly at the Spokane WTEF over the past 20 years, providing a comprehensive understanding of the facility, its systems, and operational requirements.

KCS takes pride in delivering high-quality workmanship and completing projects on time. Our commitment to these principles has resulted in a long history of successful project delivery and lasting relationships with our clients. Our performance and reliability can be readily verified by current and past WTEF management personnel.

If awarded this contract, Jesse Ingraham, who served as Project Manager for the previous Spokane WTEF bag change out projects, would once again lead the proposed project and be supported by the same experienced team of skilled craftsmen who successfully completed the prior work. The continuity of leadership and workforce provides significant value to the City of Spokane by reducing learning curves, enhancing efficiency, and ensuring the safe execution of the work.

In addition to our field leadership and craft workforce, your project would be supported by a full array of administrative staff to oversee accounting, construction management, and operational controls. The following personnel would serve as key points of contact throughout the proposed project:

David A. Knight, President Office: (509) 276-2229 dave@knightconst.com	**Ryan Reed, Field Operations Manager** Office: (509) 276-2229 ryan@knightconst.com	**LeeAnn Easter, Contract Administrator** Office: (509) 276-2229 leaster@knightconst.com	**Jesse Ingraham, Project Manager** Office: (509) 276-2229 jessei@knightconst.com

Thank you for your consideration of Knight Const. & Supply, Inc. We appreciate the opportunity to submit our qualifications for the proposed project and look forward to continuing our successful partnership with the City of Spokane. Should you require additional information or clarification regarding our proposal, please do not hesitate to contact me.

Sincerely,

Knight Const. & Supply, Inc.

David A. Knight,
President

This Page (Page 14) Must Be Completed and Uploaded Into ProcureWare Via The Response Tab, Bid Section Question Number #2.1

BID BOND

We,

Knight Const. & Supply, Inc as Principal, and Western Surety Company as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL BID AMOUNT, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

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

Fabric Filter Bag Change Out Services - Prevailing Wages -Unit Price

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

SIGNED AND SEALED on July 6, 2026

AS PRINCIPAL Knight Const. & Supply, Inc

By: [signature]

Title: President

A valid POWER OF ATTORNEY must accompany this bond.

Western Surety Company
AS SURETY

By: [signature]
Attorney in Fact Jennifer Martinez Ibarra

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jennifer Martinez Ibarra , **Individually**

of Spokane, WA its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: Knight Const. & Supply, Inc.
Obligee: City of Spokane

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of July , 2026 .

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

KNIGCON-01 LKORESKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/2/2026

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

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

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

CONTACT NAME: Cara Longinotti
PHONE (A/C, No, Ext): (509) 363-4042 FAX (A/C, No):
E-MAIL ADDRESS: Cara.Longinotti@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Cincinnati Indemnity Company	23280
INSURER C : Evanston Insurance Company	35378
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Knight Const. & Supply, Inc.
2601 E 6th St
Deer Park, WA 99006

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	ENP 0587046	8/19/2026	8/19/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							WA STOP GAP	$ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	ENP 0586986	8/19/2026	8/19/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	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	$
C	Pollution/Prof Liab.			MMAENV005123	8/19/2025	8/19/2027	Each Occurrence	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 6523-26 WTEF Fabric Filter Bag Change Out Services

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Lynda Koreski

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MarshMcLennan Agency

Your future is limitless.℠

Certificate Disclaimer

Due to the evolving changes and updates in state legislation across the country, Marsh McLennan Agency Northwest will no longer be adding additional verbiage to the Description of Operations on a Certificate of Insurance. We will not add Additional Insured, Primary & Non-contributory or Waiver of Subrogation language. The only exception will be project or name(s), project number(s), project locations.

Instead, please see the attached endorsement copies that outline existing policy coverages. Coverage is determined by the policy, its terms and individual endorsements, and as established by the contract between the Named Insured and the Additional Insured.

Thank you,

Marsh McLennan Agency Northwest

This document is not intended to be taken as advice regarding any individual situation and should not be relied upon as such. Marsh & McLennan Agency LLC shall have no obligation to update this publication and shall have no liability to you or any other party arising out of this publication or any matter contained herein. Any statements concerning actuarial, tax, accounting or legal matters are based solely on our experience as consultants and are not to be relied upon as actuarial, accounting, tax or legal advice, for which you should consult your own professional advisors. Any modeling analytics or projections are subject to inherent uncertainty and the analysis could be materially affected if any underlying assumptions, conditions, information or factors are inaccurate or incomplete or should change. d/b/a in California as Marsh & McLennan Insurance Agency LLC; CA Insurance Lic: 0H18131. Copyright © 2024 Marsh & McLennan Agency LLC. All rights reserved. MarshMMA.com

MarshMcLennan Agency

Your future is limitless.℠

Certificate Verbiage Statutes by State

1. Montana
    a. MCA 33-2-1403
    b. MT State Statute - Certificates of Insurance

2. Washington:
    a. WAC 284-30-355
    b. WA State Statute - Certificate of Insurance

3. Oregon:
    a. ORS 742.003
    b. OR State Statute - Certificates of Insurance

4. Idaho:
    a. 41-1850
    b. ID State Statute - Certificates of Insurance

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations 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; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the “products-completed operations hazard”, this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

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b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, 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:

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

b. Supervisory, inspection, architectural or engineering activities.

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

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured 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, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

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."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

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This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **Other Insurance**, **b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

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

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

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

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

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8. **Automatic Additional Insured - Specified Relationships:** 10
   (a) **Managers Or Lessors Of Premises**
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10. **Employees As Insureds - Specified Health Care Services And Good Samaritan Services** 14
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15. **Former Employees As Insureds** 15
16. **Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage** 15
17. **Broadened Contractual Liability - Work Within 50' Of Railroad Property** 17
18. **Alienated Premises** 17

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:
a. The Each Occurrence Limit shown in the Declarations; or
b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $ 2,500
b. Loss Of Earnings: $ 500

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5. Medical Payments

Medical Expense Limit: $10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage

Limits Of Insurance
Voluntary Property Damage Coverage:
$1,000 Each Occurrence
$5,000 Aggregate
Care, Custody Or Control Liability Coverage:
$5,000 Each Occurrence unless otherwise stated $ _____

Deductible Amount (Each Occurrence)
Voluntary Property Damage Coverage: $250
Care, Custody Or Control Liability Coverage: $250 unless otherwise stated $ _____

COVERAGE	PREMIUM BASIS **(a)** Area **(b)** Payroll **(c)** Gross Sales **(d)** Units **(e)** Other	RATE (For Limits in Excess of $5,000)	ADVANCE PREMIUM (For Limits in Excess of $5,000)
Care, Custody Or Control Liability			**$**
		TOTAL ANNUAL PREMIUM	**$**

C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages**:

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, 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 against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **C.** Coverages, **1.** Employee Benefit Liability Coverage, **c.** Limits Of Insurance of this endorsement; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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 damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

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2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C.** Coverages, **1.** Employee Benefit Liability Coverage, **b.** Who Is An Insured, **(1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

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(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

1) Refusal to employ;

2) Termination of employment;

3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

4) Consequential liability as a result of **1)**, **2)** or **3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section **I** - Supplementary Payments - Coverages **A** and **B** also apply to this Coverage, however **1.b.** and **2.** of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

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(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage 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;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

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2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

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 claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(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 an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **4.** Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance

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

b. Method Of Sharing

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

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

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

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b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in Section **III** - Limits Of Insurance.

b. The insurance provided under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

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(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B.** Limits Of

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Insurance, **3.** Damage To Premises Rented To You of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B**:

a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement 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.

b. Paragraph **1.d.** is replaced by the following:

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 the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B.** Limits Of Insurance, **5.** Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** 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;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with 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:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on be-

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half of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). 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. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(i) 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

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

a) The exceptions contained in Paragraphs **(c)(i)4)** or **6)** of this endorsement; or

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

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

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:

(i) 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;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

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(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

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

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

(2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4.** Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

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

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. **Property Damage To Borrowed Equipment**

a. The following is added to Exclusion **2.j.** Damage To Property under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.**

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Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II** - Who Is An Insured does not apply to:

1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

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b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 3. "Bodily injury" is replaced by the following:

3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

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

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

a. Section I - Coverages is amended to include the following:

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

(1) Insuring Agreement

(a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

1) Damage is caused by you; or

2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

1) The "property damage" takes place in the "coverage territory"; and

2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, except for **j.** Damage To Property, Paragraphs **(3)**, **(4)**, **(5)** and **(6)**, **k.** Damage To Your Product, and **l.** Damage To Your Work.

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

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13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

(1) Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, **j.** Damage To Property, Paragraphs **(3)**, **(4)** and **(5)** do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule 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) **(a)** Subject to **(3)** below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

(b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

because of all "property damage" arising out of any one "occurrence".

(3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

(4) Deductible Clause

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(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 9. "Insured contract" is amended as follows:

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

c. Any easement or license agreement;

b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion **2.j.** Damage To Property, Paragraph **(2)** under Section **I -** Coverage **A -** Bodily Injury And Property Damage Liability does not apply if the premises are "your work".

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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):
ANY JOB SITE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because

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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.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by 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.

A. 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 the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and

2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

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

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is deleted in its entirety and replaced by the following:

b. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

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

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

(3) $2,500.

Provided the equipment, at the time of the "loss" is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph **(1)** above; or

(3) An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary 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 of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

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3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. 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 insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. 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:

   a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

   b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

   a. Necessary and actual expenses incurred; or

   b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. 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**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $30 per day with $50 per day, and $900 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

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

      (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

         (a) Overdue lease or loan payments;

         (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

         (c) Security deposits not refunded by the lessor;

         (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

         (e) Carry-over balances from previous loans or leases, or

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(2) Actual cash value of the stolen or damaged property.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an 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.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H.** "Insured contract", **3.** is deleted in its entirety and replaced by the following:

3. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H.** "Insured contract", **6.a.** is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

SCHEDULE

Name and mailing address of person(s) or organization(s):
BLANKET WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

Number of days notice (other than nonpayment of premium): 30

A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.

B. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.

C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

EVANSTON INSURANCE COMPANY

ADVANTAGE CONTRACTOR'S POLLUTION LIABILITY PLUS COVERAGE FORM

VARIOUS PROVISIONS IN THIS POLICY MAY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE THE INSURED'S RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

THE PROFESSIONAL LIABILITY INSURING AGREEMENT, PROFESSIONAL LIABILITY RECTIFICATION EXPENSE INSURING AGREEMENT, AND DISCIPLINARY PROCEEDING LEGAL EXPENSE REIMBURSEMENT COVERAGE EXTENSION PROVIDE CLAIMS-MADE AND REPORTED COVERAGE AND REQUIRE THAT A CLAIM BE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD WE PROVIDE UNDER SECTION V - EXTENDED REPORTING PERIOD.

AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS WILL BE APPLIED AGAINST THE APPLICABLE SELF-INSURED RETENTION. ANY AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS IN EXCESS OF THE DEFENSE EXPENSES AGGREGATE LIMIT SHOWN IN THE DECLARATIONS WILL REDUCE THE LIMIT OF INSURANCE AVAILABLE.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The word "insured" means any person or organization qualifying as such under Section **III -** Who Is An Insured. The words "we", "us", and "our" refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section **VII -** Definitions.

SECTION I - COVERAGES

A. Insuring Agreements

Although various Insuring Agreements may be referenced in this policy, an Insuring Agreement is included within this policy only if that Insuring Agreement is designated as purchased by an "X" in the Declarations.

1. The following Insuring Agreements apply only if the "pollution condition" that causes a "pollution loss" takes place in the "coverage territory". The amount we will pay is limited as described in Section **IV -** Limits Of Insurance And Self-Insured Retention.

a. Contractor's Pollution Liability (Including Mold And Legionella)

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" caused by a "pollution condition" to which this insurance applies, provided:

(1) The "pollution condition" arises out of "your work"; and

(2) The "bodily injury" or "property damage" occurs, or "cleanup costs" are incurred, during the policy period.

With respect to "bodily injury", "property damage", or "cleanup costs" caused by legionella, there must be a direct relation to a documented case of a legionella outbreak for coverage to apply.

b. Transportation Pollution Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a "transportation pollution condition" to which this insurance applies, provided:

(1) The "transportation pollution condition" arises out of "transported cargo" that is transported, delivered, or shipped by you in a "covered conveyance" or by a "carrier" on your behalf; and

(2) The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

This coverage shall not be utilized to evidence financial responsibility of any insured under any federal, state, provincial, or local law.

c. Non-Owned Disposal Site Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a "pollution condition" at, on, or under a "non-owned disposal site"; provided:

(1) Such “pollution condition” originates at a "non-owned disposal site";

(2) The "pollution condition" arises from waste or material generated by "your work"; and

(3) The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

d. Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a sudden and accidental "pollution condition":

(1) At, on, or under a Designated Location shown in the Declarations; or

(2) Originating at and migrating from a Designated Location shown in the Declarations;

provided:

(a) The "pollution condition" is the result of an unforeseen, unplanned, or unexpected event or circumstance;

(b) The "pollution condition" commences during the policy period;

(c) The "pollution condition" is first discovered by any insured no later than 7 days after it commences;

(d) The insured reports the commencement of the "pollution condition" to us in writing no later than 21 days following its discovery by any insured; and

(e) The "claim" is first made during the policy period.

e. Crisis Management And Emergency Response Costs

We will indemnify you for:

(1) "Crisis management costs" you incur as a direct result of a "crisis management event", provided that the "crisis management event":

(a) Arises directly from a "pollution condition" that has resulted or is reasonably likely to result in a "pollution loss" covered under this policy;

(b) Commences during the policy period; and

(c) First becomes known to any "responsible insured" during the policy period and is reported to us in writing as soon as practicable, but in any event during the policy period or within 30 days after the end of the policy period.

We will pay those "crisis management costs" you incur even if coverage hereunder is still to be confirmed by us, but we will stop paying such "crisis management costs" as soon as it becomes evident, to either you or us, that this insurance does not apply. "Crisis management costs" are not subject to the Self-Insured Retention.

(2) "Emergency response costs" you incur in excess of the Pollution Liability Self-Insured Retention shown in the Declarations as a direct result of a "pollution condition" that occurs in the "coverage territory" and has resulted in a "pollution loss" covered under this policy.

2. The following Insuring Agreements apply only if the "wrongful act" takes place in the "coverage territory". The amount we will pay is limited as described in Section **IV -** Limits Of Insurance And Self-Insured Retention.

a. Professional Liability

(1) We will pay on behalf of the insured those sums in excess of the Professional Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "professional loss".

(2) This insurance applies to "professional loss" only if:

(a) The "wrongful act" takes place on or after the Professional Liability Retroactive Date, if any, shown in the Declarations and before the end of the policy period; and

(b) A "claim" is first made against any insured during the policy period and reported to us during the policy period or the Extended Reporting Period, if applicable.

b. Professional Liability Rectification Expense

Upon the Named Insured's submission to us of satisfactory written proof of payment, we will reimburse the Named Insured for "rectification expense" incurred in excess of the Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations with respect to any action to rectify or mitigate an actual, negligent act, error, or omission that would otherwise lead to a "claim" covered under this policy, provided that:

(1) The act, error, or omission giving rise to the "rectification expense" happens on or after the Professional Liability Rectification Expense Retroactive Date shown in the Declarations;

(2) The insured must provide us notice of the act, error, or omission and any proposed corrective action in writing as soon as practicable but in any event during the policy period or the Extended Reporting Period, if applicable; and

(3) All "rectification expenses" must be approved by us prior to being incurred by the insured.

If we and the insured do not agree that the insured's proposed rectification action is reasonable, we and the insured may agree to submit such dispute to any form of alternative dispute resolution acceptable to both parties. Should we and the insured be unable to agree on the form of alternative dispute resolution, then such dispute will be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction.

B. Claims And Defense

1. Solely with respect to Insuring Agreements **A.1.a.** Contractors Pollution Liability (Including Mold And Legionella), **A.1.b.** Transportation Pollution Liability, and **A.1.C.** Non-owned Disposal Site Liability under Section **I -** Coverages, coverage applies only if, prior to the policy period, no "responsible insured" knew that the "bodily injury", "property damage", or "cleanup costs" had occurred, in whole or in part. If any "responsible insured" knew, prior to the policy period, that the "bodily injury", "property damage", or "cleanup costs" occurred, then any continuation, change, or resumption of such "bodily injury", "property damage", or "cleanup costs" during or after the policy period will be deemed to have been known prior to the policy period.

"Bodily injury", "property damage", or "cleanup costs" which occur during the policy period and were not, prior to the policy period, known to have occurred by any "responsible insured", includes any continuation, change, or resumption of the "bodily injury", "property damage", or "cleanup costs" after the end of the policy period.

"Bodily injury", "property damage", or "cleanup costs" will be deemed to have been known to have occurred at the earliest time when any "responsible insured":

a. Reports all or any part of the "bodily injury", "property damage", or "cleanup costs" to us or any other insurer;

b. Receives a written or verbal demand or "claim" for "loss" because of the "bodily injury", "property damage", or "cleanup costs"; or

c. Becomes aware by any other means that the "bodily injury", "property damage", or "cleanup costs" have occurred or have begun to occur.

"Loss" because of "bodily injury" includes damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury".

2. Solely with respect to the Insuring Agreement **2.a.** Professional Liability, a "claim" by a person or organization seeking "loss" directly arising out of a "wrongful act" will be deemed to have been made at the earlier of when notice of such "claim" is received by any insured or by us.

   All "claims" for "loss" arising out of the same, related, or continuous "wrongful act" will be considered a single "claim", and will be deemed to have been made and reported at the time the first of those "claims" is made against any insured.

   Any reported "wrongful act" that subsequently becomes a “claim” made against the insured and reported to us in writing will be deemed to have been first made on the date that the written notice of the "wrongful act" was first reported to us and will be subject to all of the terms and conditions of this policy.

3. We will:

   a. Have the right to investigate any "claim"; and

   b. Have the right and duty to defend the insured against any "suit";

   for "loss" to which this insurance applies.

   However, we will have no duty to defend the insured against any "claim" seeking "loss" to which this insurance does not apply. We may, at our discretion, investigate any "pollution condition" or "wrongful act" and settle any "claim" that may result. But:

   (1) The amount we will pay for "loss" is limited as described in Section **IV -** Limits Of Insurance And Self-Insured Retention; and

   (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, or supplementary payments.

C. Supplementary Payments

1. Loss Of Earnings And Expense Reimbursement

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to $5,000 a day because of time off from work.

c. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

d. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Amounts paid under this Loss Of Earnings And Expense Reimbursement Supplementary Payment will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid under this Supplementary Payment will reduce the applicable Limits Of Insurance shown in the Declarations.

2. Suit Against Indemnitee

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks "loss" for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "pollution condition" or "wrongful act" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement, or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

As long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us, and necessary litigation expenses incurred by the indemnitee at our request will be paid as supplementary payments.

We may, at our option, appoint one counsel to defend all of the insureds and indemnitees of the insureds who are or may be involved with respect to such "suit".

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as supplementary payments ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, or supplementary payments, or the conditions or the terms of the agreement set forth above are no longer met.

Amounts paid under this Suit Against Indemnity Supplementary Payment will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid under this Supplementary Payment will reduce the Limits Of Insurance shown in the Declarations.

3. Pre-Claim Investigation Expenses

a. If, during the policy period, the insured first becomes aware of a specific "wrongful act' that is reasonably expected to result in a "claim" within the scope of this coverage, then the insured may elect to provide notice of a potential "claim" to us. Such notice to us shall be in writing, sent to us at the address shown in the claim reporting policyholder notice, and contain the following information:

(1) The description of the specific "wrongful act";

(2) The date on which such "wrongful act" took place;

(3) The damage which has or may result from such "wrongful act";

(4) The identity of any injured person or organization subject to such injury or damage; and

(5) The date and circumstances by which the insured first became aware of such "wrongful act".

b. If such written notice is received by us during the policy period, we may, at our sole option, choose to investigate the "wrongful act". Such an investigation will be at our expense and will not reduce the Limits Of Insurance or be subject to the Self-Insured Retention provisions until one of the following occurs:

(1) A "claim" results from the "wrongful act" under investigation; or

(2) We incur the Pre-Claim Investigation Expenses Limit shown in the Declarations in expenses arising from the investigation.

c. If a "claim" is made and reported to us, or once we incur the Pre-Claim Investigation Expenses Limit shown in the Declarations, any further payment will be considered "claims expense" and will reduce the applicable Limits Of Insurance and be subject to the Self-Insured Retention provisions of this insurance.

Any "claim" subsequently made against the "insured" arising out of such "wrongful act" will be deemed to have been first made on the date on which such written notice if first received by the company.

No coverage for pre-claim investigation expenses is provided by this Policy except as provided by this Paragraph **C.3.** Pre-Claim Investigation Expenses of Section **I -** Coverages.

D. Coverage Extensions

Although various Coverage Extensions are referenced in this policy, a Coverage Extension is included within this policy only if that Coverage Extension is designated as purchased by an "X" in the Declarations.

1. Disciplinary Proceeding Legal Expense Reimbursement

a. Upon the Named Insured's submission to us of satisfactory written proof of payment, we will reimburse the Named Insured for all reasonable and necessary legal fees and legal expenses incurred in response to a "disciplinary proceeding" against the Named Insured first initiated during the policy period or the Extended Reporting Period, if applicable, provided:

(1) The "wrongful act" giving rise to the "disciplinary proceeding" happens during the policy period and on or after the Professional Liability Retroactive Date shown in the Declarations; and

(2) Prior to the effective date of the first date of continuous coverage for this Coverage Extension with us, no "responsible insured" knew that such "wrongful act" had occurred, or any fact, circumstance, situation, or incident which would lead a reasonable person in the insured's position to conclude that a "claim" was likely.

b. The most we will reimburse the Named Insured under this Coverage Extension for legal fees or legal expenses as the result of any one "disciplinary proceeding" is the Each Disciplinary Proceeding Limit shown in the Declarations.

The most we will reimburse the Named Insured under this Coverage Extension for the sum of legal fees and legal expenses as the result of all "disciplinary proceeding" is the Aggregate Disciplinary Proceeding Limit shown in the Declarations.

The remaining legal fees or legal expenses are the sole responsibility of the Named Insured and do not reduce the Professional Liability Self-Insured Retention shown in the Declarations.

c. The Named Insured must provide to us written notice as soon as practicable of any "disciplinary proceeding" first initiated against the Named Insured during the policy period or the Extended Reporting Period, if applicable. In any event, such "disciplinary proceeding" must be reported to us no later than 60 days after the end of the policy period or the Extended Reporting Period, if applicable.

d. No reimbursement will be made for the Named Insured's payment of any taxes; criminal or civil fines, penalties, or sanctions; registration or licensing fees; or any monetary judgment, award, or settlement of any kind.

2. Subpoena Assistance

In the event that during the policy period:

a. The insured first receives a subpoena or a written request for the insured's records or files or notice of deposition relative to a "pollution condition" or a "wrongful act" in the performance of "your work"; and

b. The insured reports the receipt of such subpoena or written request to us within 30 days of such receipt and prior to a "claim" being first made against the insured arising out of such "pollution condition" or "wrongful act";

then we will pay on behalf of the insured up to the Subpoena Assistance Limit shown in the Declarations per policy period for reasonable and necessary legal fees and expenses incurred for engaging the services of legal counsel we select to assist the insured in responding to such subpoena or request.

Payments under these Coverage Extensions will be in addition to the General Aggregate Limit shown in the Declarations and not subject to the Self-Insured Retention.

SECTION II - EXCLUSIONS

A. With respect to all Insuring Agreements, Supplementary Payments, and Coverage Extensions, this insurance does not apply to:

1. Contractual Liability

"Loss" the insured is legally obligated to pay as damages as a result of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability:

a. That the insured would have in the absence of the contract or agreement; or

b. Solely with respect to coverage provided under Insuring Agreement **1.,** assumed in a contract or agreement that is an "insured contract", provided the "loss" occurs subsequent to the execution of the contract or agreement.

2. Fines, Penalties, And Punitive Damages

Any punitive damages, exemplary damages, multiplied damages, fines, or penalties. However, this exclusion does not apply to punitive or exemplary damages where insurable by law.

3. Damage To Property

"Property damage" in any way related to any real property or facility that is or was at any time owned, operated, or occupied by, or rented to you. However, this exclusion does not apply:

a. If the real property or facility is operated or occupied by you for the purpose of performing "your work"; or

b. To coverage provided under Insuring Agreements **A.1.d.** Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as purchased on the Declarations.

4. Damage To Your Product Or Your Work

"Property damage" to "your product" or "your work" or any part of "your product" or "your work". This exclusion does not apply:

a. If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or

b. To coverage provided under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense, if shown as purchased in the Declarations.

5. Employer's Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother, or sister of that "employee" as a consequence of such "bodily injury".

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury. However, this exclusion does not apply to liability assumed by the insured under an "insured contract".

6. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of any "responsible insured".

7. Impaired Property

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy, or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to:

(1) The loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use; or

(2) "Rectification expense" to the extent coverage is provided under Section **I** - Coverages, Paragraph **A.** Insuring Agreements, **2.b.** Professional Liability Rectification Expense.

8. Insured Versus Insured

Any "claim" made by or on behalf of an insured against any other insured. However, solely with respect to coverage provided under Insuring Agreement 1., this exclusion does not apply with respect to "claims" against you by any insured seeking coverage or indemnification pursuant to a written contract or agreement for a "claim" otherwise covered for "bodily injury", "property damage", or "cleanup costs".

9. Intentional Acts

"Loss" arising out of intentional, willful, or deliberate:

a. Injury to persons or property; or

b. Failure to comply with any permit, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental or public agency or body.

However, this exclusion does not apply to:

(1) An insured who did not commit, participate in, or have knowledge of any of the acts described above; or

(2) "Claim expenses" incurred until an allegation is determined through final and non-appealable adjudication.

10. Known Circumstances Or Conditions

"Loss" caused by, arising out of, or in any way involving:

a. A "pollution condition", including any subsequent continuation or resumption of or changes in such "pollution condition", that existed prior to the policy period and was known to any "responsible insured" at any time before the beginning of the policy period;

b. A fact, event, circumstance, or condition known by any "responsible insured" prior to the inception date of this policy where any "responsible insured" should have reasonably foreseen that such fact, event, circumstance, or condition could give rise to a "claim" under this policy; or

c. The rendering of or failure to render "professional services" prior to the inception date of this policy, if any "responsible insured" knew or should have reasonably foreseen that such rendering of or failure to render "professional services" could give rise to a "claim" under this policy.

11. Nuclear Energy Liability

"Loss":

a. With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of insurance;

b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(2) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or

c. Resulting from the "hazardous properties" of "nuclear material", if:

(1) The "nuclear material":

(a) Is at any "nuclear facility" owned by or operated by or on behalf of an insured; or

(b) Has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported, or disposed of by or on behalf of an insured; or

(3) The "loss" arises out of the furnishing by an insured of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any "nuclear facility", but if

such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion:

"Hazardous properties" includes radioactive, toxic, or explosive properties.

"Nuclear facility" means:

a. Any "nuclear reactor";

b. Any equipment or device designed or used for:

(1) Separating the isotopes of uranium or plutonium;

(2) Processing or utilizing "spent fuel"; or

(3) Handling, processing, or packaging "waste";

c. Any equipment or device used for the processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear material" means "source material", "special nuclear material", or "by-product material".

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material:

a. Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and

b. Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

12. Other Enterprises

"Loss" arising out of any business enterprise owned, operated, or managed by the insured or its parent company or any affiliate, successor, or assignee of such company not named in the Declarations. However, this exclusion does not apply to any person or organization who has controlling interest over you with respect to their liability arising out of their financial control over you or premises they own, maintain, or control while you lease or occupy such premises.

13. Professional Services

"Loss" arising out of any "wrongful act". This exclusion applies even if the "claim" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.

However, this exclusion does not apply to:

a. A "claim" in which you committed a "wrongful act" relating to improper or inadequate supervision, direction, or control of any subcontractors for which you are legally liable when such subcontractors are performing operations on your behalf at a job site; or

b. Coverage provided under Insuring Agreements **A.2.a.** Professional Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as purchased in the Declarations.

14. Property Damage To Cargo

"Property damage" to "transported cargo".

15. Property Damage To Conveyances

"Property damage" to any "auto", railcar, train, watercraft, or aircraft operated by or on behalf of any insured resulting from a "pollution condition" caused by "transported cargo". However, this exclusion does not apply to any "claim" brought by any "carrier" for "property damage" arising out of the insured's negligence.

16. Vehicles

"Loss" arising out of the ownership, maintenance, use, operation, or entrustment to others of any aircraft, "unmanned aircraft", "auto", or watercraft. Use includes "loading or unloading", but does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, "unmanned aircraft", "auto", or watercraft.

However, this exclusion does not apply to:

a. "Loading or unloading" within the boundaries of any location covered by this policy;

b. "Bodily injury" or "property damage" arising out of:

(1) The delivery of any liquid product into a wrong receptacle or to a wrong address; or

(2) The erroneous delivery of one liquid product for another by an "auto";

if the "bodily injury" or "property damage" occurs after such operations have been completed or abandoned at the site of such delivery.

Operations which may require further service, maintenance, correction, repair, or replacement of performance at the wrong address or because of any error, defect, or deficiency, but which are otherwise completed, will be deemed completed; or

c. Coverage provided under Insuring Agreement **A.1.b.** Transportation Pollution Liability, if shown as purchased in the Declarations.

17. War

"Loss", however caused, arising, directly or indirectly, out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action taken in the hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

18. Workers' Compensation And Similar Laws

Any obligation of any insured under workers' compensation, disability benefits, unemployment compensation law, or any similar law.

19. Your Products

"Loss" arising out of "your product":

a. Designed, manufactured, sold, handled, distributed, altered, or repaired by you or by others trading under your name, any failure to warn, or any reliance upon a representation or warranty made at any time with respect thereto; or

b. Fabricated or installed by you, unless a "pollution condition" arises from the fabrication or installation of "your products" as part of "your work".

B. With respect to Insuring Agreement **A.2.,** Supplementary Coverages, and Coverage Extensions, this insurance does not apply to:

1. Breach Of Contract

"Claims" in any way involving an actual or alleged breach of contract, including, but not limited to, a breach of a written, express, oral, implied-in-law, or implied-in-fact contract.

2. Employment Practices

"Claims" arising out of the employment relationship or the nature, terms, or conditions of employment or any workplace tort brought by or on behalf of any "employee", former "employee", prospective "employee", independent contractor, or consultant of the insured including, but not limited to, the following:

a. Refusal to employ that person;

b. Termination of that person's employment; or

c. Employment-related practices, policies, acts, or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or malicious prosecution directed at that person.

3. Executive Officer

"Claims" arising out of your services or capacity as an executive officer, director, partner, trustee, or employee of a business enterprise not named in the Declarations.

4. Express Warranties

"Claims" arising out of any express warranties or guarantees.

5. Financial Related Matters

"Claims" arising out of any:

a. Liability or breach of any duty or obligation owed by you:

(1) In connection with the operation or administration of any health, pension, or employee benefit scheme, plan, trust, or fund, including but not limited to, violation or alleged violation of any related legislation or regulation such as the Employee Retirement Income Security Act of 1974, as amended; or

(2) Regarding the sale or purchase of any stocks, shares, or other securities, or the misuse of any information relating to them, including breach or alleged breach of any related legislation or regulation, including but not limited to the Securities Act of 1933 and Securities Exchange Act of 1934, both as amended; or

b. Breach of any fiduciary duty owed by you.

6. Insurance Or Bonds

"Claims" arising out of the advising of, requiring of, or failure to advise of or require, or failure to obtain or maintain, any form of insurance or surety bond.

7. Intellectual Property Hazard

"Claims" in any way involving any "intellectual property hazard", or any non-disclosure, non-compete, or non-solicitation agreement.

8. Knowingly Wrongful Acts

"Claims" arising out of any dishonest, fraudulent, criminal, malicious, intentional, or illegal "wrongful act" or knowingly "wrongful act" of any "responsible insured".

9. Not Licensed As Required By Law

"Claims" arising out of any acts or services performed by any insured that is not licensed or certified to perform such acts or services if such licensing or certification is required by law.

10. Patents Or Trade Secrets

"Claims" arising out of any:

a. Infringement or inducement of infringement of patent or trade secret or misappropriation of trade secrets or confidential or proprietary information relating to the Named Insured's business operations;

b. Unfair competition based upon infringement of copyright, patent, trademark, service mark, trade name, or trade secret;

c. The value of trade secrets, confidential processing methods, or other confidential or proprietary information; or

d. Any dispute related to ownership of any intellectual property.

11. Prior Claims

"Claims" first made against you prior to the inception of this coverage.

12. Prior Notice

"Claims" arising out of any fact, circumstance, or situation that has been the subject of any notice given prior to the policy period under any other policy of insurance or to any reinsurer, risk retention group or captive (or any other self-insurance plan or trust by whatsoever name), or insurance representative.

SECTION III - WHO IS AN INSURED

A. Each of the following is an insured under all Insuring Agreements, Supplementary Payments, and Coverage Extensions:

1. If you are designated in the Declarations as:

a. An individual, you and your spouse or "domestic partner" are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouse or "domestic partner" are also insureds, but only with respect to the conduct of your business.

c. 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.

d. A corporation or 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.

2. Any subsidiary company of yours and any company over which you have active control or majority ownership interest, or exercise management or financial control is a Named Insured with respect to the conduct of your business, provided:

a. You report all such entities to us within 180 days after you have acquired the organization; and

b. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this policy.

However:

(1) Coverage is afforded only until the 180th day after you acquire the subsidiary or the end of the policy period, whichever is earlier; and

(2) Coverage does not apply to "loss" that first commences before you acquired the subsidiary.

3. Your "employees", other than either your "executive officers" (if you are a corporation or an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of "your work".

4. In the event of your bankruptcy, your trustees, and in the event of your death or incapacity, your legal representatives or executors, but only with respect to each such trustee's, representative's, or executor's vicarious liability resulting from "your work".

5. Any organization you newly form, including any partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured, if:

a. You have contractually agreed to provide insurance for such organization;

b. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this policy; and

c. You report to us within 180 days after such formation that you acquired or formed the organization.

However:

(1) Coverage is afforded only until the 180th day after you form the organization or the end of the policy period, whichever is earlier; and

(2) Coverage does not apply to "loss" that first commences before you formed the organization.

B. Solely with respect to coverage provided under Insuring Agreements **A.1.a.** through **A.1.e.** and Supplementary Payments, each of the following is also an insured:

1. Any person or organization who has controlling interest over you, but only with respect to their liability arising out of their financial control over you or premises they own, maintain, or control while you lease or occupy those premises.

2. Any:

a. Person or organization with whom the insured has agreed to provide additional insured status in a written contract or agreement executed prior to the "pollution loss", but only with respect to liability for "pollution loss" arising out of "your work"; and

b. Other person or organization you are required to add as an additional insured under the written contract or agreement described in Paragraph **a.** above.

However, any insurance afforded to such additional insured:

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

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

(3) Is limited to the lesser of the applicable Limits Of Insurance shown in the Declarations or the amount required by the written contract or agreement. This Paragraph **2.** does not apply to any person or organization specifically named as an additional insured in an endorsement attached to this policy.

SECTION IV - LIMITS OF INSURANCE AND SELF-INSURED RETENTION

A. Limits Of Insurance

1. The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of insureds, "claims" made, or persons or organizations making "claims".

2. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of all "loss" and supplementary payments arising out of all "pollution conditions" and "wrongful acts" under all Insuring Agreements.

3. Subject to the General Aggregate Limit shown in the Declarations:

a. The Each Contractor's Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.a.** Contractor's Pollution Liability (Including Mold And Legionella) for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition".

b. The Each Transportation Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.b.** Transportation Pollution Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "transportation pollution condition".

c. The Each Non-Owned Disposal Site Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.C.** Non-Owned Disposal Site Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition" at a "non-owned disposal site".

d. The Each Sudden And Accidental Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.d.** Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition".

e. The Each Crisis Management And Emergency Response Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.e.** Crisis Management And Emergency Response Costs for the sum of all "crisis management costs " and "emergency response costs" arising out of any one "pollution condition".

f. The Each Wrongful Act Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.2.a.** Professional Liability for the sum of all "professional loss" and supplementary payments arising out of any one "wrongful act".

g. The Each Professional Liability Rectification Expense Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense for the sum of all "rectification expenses" arising out of any one "wrongful act". The remaining "rectification expenses" will be the sole responsibility of the Named Insured and do not reduce the Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations.

In the event a "claim" arises out of the same reported "wrongful act" for which the insured incurred "rectification expense", the limit available for payment of the "claim" will be the Each Wrongful Act Limit shown in the Declarations excess of the Professional Liability Rectification Expense Self-Insured Retention, minus the amount we reimbursed the insured for "rectification expense" under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense, subject to the General Aggregate Limit shown in the Declarations.

4. Amounts paid under Supplementary Payments **C.1.** Loss Of Earnings And Expense Reimbursement and **C.2.** Suit Against Indemnitee will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid as supplementary payments will reduce the applicable limits described in Paragraphs **2.** and **3.** above.

The limits of insurance of this policy apply separately to each policy period, unless the policy period is extended after issuance for an additional period. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

B. Self-Insured Retention

1. You agree to assume the:

a. Pollution Liability Self-Insured Retention shown in the Declarations with respect to the Insuring Agreements under Section **A.1.;**

b. Professional Liability Self-Insured Retention shown in the Declarations with respect to Insuring Agreement **A.2.a.;** and

c. Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations with respect to Insuring Agreement **A.2.b.**

Our obligation to pay "loss" or supplementary payments under this insurance and the applicable limit of insurance shown in the Declarations will apply in excess of the applicable Self-Insured Retention.

2. Regardless of whether or not there is any other insurance, whether or not collectible, applicable to a "claim", "pollution condition", or "wrongful act" within the Self-Insured Retention, you must make actual payment of the full Self-Insured Retention before the limits of insurance will apply. Compliance with this clause is a condition precedent for coverage under this insurance. We will make no payments of any type in the event you fail to comply with this clause.

3. You must not incur costs other than adjusting expenses without our written consent in the event of any "claim", "pollution condition", or "wrongful act" which appears likely to exceed the applicable Self-Insured Retention.

4. We have the right in all cases to assume control of the investigation, defense, and settlement of any "claim", "pollution condition", or "wrongful act" to which this insurance applies. When we exercise this right, the following apply:

a. You will remain responsible for the cost of all "loss" and supplementary payments within the applicable Self-Insured Retention;

b. At our request, you will advance to us any portion of the applicable Self-Insured Retention that we deem reasonable to pay for any "claim", "pollution condition", or "wrongful act";

c. If you have paid to us all or part of the applicable Self-Insured Retention and the total amount of the "loss" and supplementary payments that we pay for that "claim", "pollution condition", or "wrongful act" is less than the applicable Self-Insured Retention, then we will reimburse you the amount you paid in excess of the amount we pay; and

d. We will have the sole and absolute right to settle the "claim" for any amount we deem reasonable, including any amount within the Self-Insured Retention. Although we agree to attempt to advise and consult with you prior to making any settlement, we will have no obligation to obtain your consent or the consent of any other insured to any settlement we make that requires payment from you of any amount within the Self-Insured Retention. You and any other insured hereby waive any claim or defense against us resulting from our entering into any such settlement without your approval.

C. Multiple Insureds, Claims, And Claimants

The inclusion herein of more than one insured in any "claim" or the making of "claims" by more than one person or organization will not operate to increase the Limits Of Insurance shown in the Declarations. More than one "claim" arising out of a single "pollution condition" or "wrongful act" will be treated as a single "claim". Such single "claim" will be deemed first made on the date on which the earliest "claim" arising out of such "pollution condition" or "wrongful act" is made or, with respect to written notice given to and accepted by us, on the date within the policy period on which such written notice of potential "claim" is first received by us.

SECTION V - EXTENDED REPORTING PERIOD

For the applicable claims-made coverages, the following applies:

A. We will provide one or more Extended Reporting Periods, as described below, if:

1. Claims-made coverage provided by this policy is canceled or not renewed; or

2. We renew or replace the claims-made coverage provided by this policy with insurance that:

a. Has a Retroactive Date later than the date shown in the Declarations; or

b. Does not apply to "professional services" coverage on a claims-made basis.

The quotation of a different premium, deductible, or limit of insurance for renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.

B. The Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to injury from acts, errors, or omissions that occur before the end of the policy period but not before the applicable Retroactive Date shown in the Declarations, provided a "claim" for such injury is first made during the Extended Reporting Period.

Once in effect, the Extended Reporting Period may not be canceled.

C. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 60 days.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

D. An Optional Extended Reporting Period is available, subject to Paragraph **E.** below, but only by an endorsement and for an extra charge. This Optional Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph C. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

1. The exposures insured;

2. Previous types and amounts of insurance;

3. Limits of insurance available under this policy for future payment of "professional loss"; and

4. Other related factors.

This endorsement will set forth the terms, not inconsistent with this section, applicable to the Optional Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Optional Extended Reporting Period starts.

E. We do not have to provide an Optional Extended Reporting Period if:

1. There is any failure to pay any outstanding premiums when due;
2. Any insured fails to repay any self-insured retention amount we have paid;
3. Any insured has purchased any other insurance to replace the insurance provided under this endorsement; or
4. The application for this policy, including any addenda thereto, contains any material misrepresentation of fact.

F. The Extended Reporting Period will not reinstate or in any way increase the Limits Of Insurance shown in the Declarations.

SECTION VI - CONDITIONS

A. Assignment

This insurance may not be assigned without our prior consent, which consent will not be unreasonably withheld or delayed. Assignment of interest under this insurance will not bind us until our consent has been endorsed hereon.

B. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations or increase our liability under this policy.

C. Cancellation Or Nonrenewal

1. This policy may be canceled by you by surrender thereof to us or any of our authorized representatives or by mailing to us written notice stating when thereafter the cancellation will be effective.
2. If we decide to cancel or not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of cancellation or nonrenewal not less than:
   - **a.** 10 days prior to cancellation if we cancel for non-payment of premium;
   - **b.** 90 days prior to cancellation if we cancel for material misrepresentation or material change in risk covered by this policy; or
   - **c.** 60 days prior to nonrenewal.
3. If we cancel this policy for a reason listed in Paragraph **b.(2)** above, we will provide written notice of cancellation to any person or organization who has been issued a certificate of insurance under this policy stating when, not less than 90 days from the date of such notice, cancellation will become effective, but only if:
   - **a.** Cancellation is for reasons other than nonpayment of premium or self-insured retention reimbursement;
   - **b.** You are required by written contract to provide the additional insured with such notice; and
   - **c.** You provide us with a list of the applicable additional insureds, including their complete mailing addresses, within 7 days of our request.
4. If notice is mailed, proof of mailing is sufficient proof of such notice.

D. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations will act on behalf of all insureds for the receipt and acceptance of any endorsement issued by us to form a part of this policy. This policy's terms and conditions can be amended or waived only by endorsement issued by us and made a part of this policy. Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or change in any part of this policy or estop us from asserting any right under the terms and conditions of this policy.

E. Choice Of Law

Unless otherwise expressly endorsed in this policy, the laws of New York, without giving effect to its conflicts of law principles, governs all matters arising out of or relating to this policy and all of the transactions it contemplates including, without limitation, its formation, validity, interpretation, construction, performance, and enforcement.

F. Currency Provision

The limits of insurance, self-insured retention amount, and premiums shown in this policy are in United States currency. Any payments by us or you will be in United States currency.

G. Duties In The Event Of A Pollution Condition, Claim, Or Wrongful Act

1. You must see to it that we are notified as soon as practicable in writing of a "pollution condition" or "wrongful act". To the extent possible, notice must contain:
   a. How, when, and where the "pollution condition" or "wrongful act" took place;
   b. The names and addresses of any claimants, injured persons, and witnesses;
   c. The nature and location of any injury or damage arising out of the "pollution condition" or "wrongful act";
   d. The date and details of "your work" that may have caused the "pollution condition" or "wrongful act";
   e. Copies of any contracts that have been entered into by any insured that are related to "your work" performed or "professional services" rendered; and
   f. Details explaining how the insured first became aware of the “pollution condition” or "wrongful act".
2. Any reported "wrongful act" that subsequently becomes a “claim” made against the insured and reported to us in writing will be deemed to have been first made on the date that the written notice of the "wrongful act" was first received by us and will be subject to all of the terms and conditions of this policy.
3. If a "claim" is made against any insured:
   a. You must record and notify us as soon as practicable in writing of the specifics of the "claim" and the date received; and
   b. You and any other involved insured must:
      (1) Send us copies as soon as practicable of any demands, notices, summons, or legal papers received in connection with the "claim";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation, settlement, or defense of the "claim"; and
      (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 or damage to which this insurance may also apply.
4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent. However, written consent is not required with respect to:
   a. "Crisis management costs" that have been reported in accordance with Insuring Agreement **A.1.e.** Crisis Management Or Emergency Response Costs; or
   b. "Emergency response costs" that have been reported and approved by us or our appointed representative by use of the emergency response hotline.
5. Notice to your insurance agent or broker does not constitute notice to us for purposes of the receipt of notice.

H. Inspections 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.
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 **a.** and **b.** 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 **b.** 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.

I. Legal Action Against Us

No person or organization has a right under this policy:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "losses" that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

J. No Duplication Of Coverage

Only one Insuring Agreement will apply to the same "pollution condition". In the event that more than one Insuring Agreement can apply to the same "pollution condition", then the only Insuring Agreement that will apply will be that Insuring Agreement under which we have accepted coverage or that Insuring Agreement that has been held to apply to such "pollution condition".

However, this condition does not apply to Insuring Agreement **A.1.e.** Crisis Management And Emergency Response Costs.

K. Other Insurance

If other valid and collectible insurance is available to the insured for "loss" we cover under this policy, our obligations are limited as follows:

1. **Primary Insurance**

   This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. In that case, we will share with all such other insurance by the method described in Paragraph **c.** below.

2. **Excess Insurance**

   a. This insurance is excess over:

   (1) Any other insurance, whether primary, excess, contingent, or on any other basis, if you are an insured on an insurance policy that applies to "your work" performed at a specific job site and that insurance policy applies to a specific job site;

   (2) Any other valid and collectible insurance available to you covering liability for "loss" arising out of "your work" or "professional services", including that work or "professional services" for which you have been added as an additional insured by an endorsement, by definition in a contract or agreement, or by combination thereof; or

   (3) Any other valid and collectible insurance available to any person or entity performing functions for others on your behalf as defined in "your work" or "professional services" in this policy.

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

   c. When this insurance is excess over other insurance, we will pay only our share of the amount of the "loss", if any, that exceeds the sum of:

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

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

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

3. Method Of Sharing

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

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

4. Primary And Non-Contributory Insurance

Regardless of Paragraphs **1.** through **3.** above, this insurance is primary to, and will not seek contribution from:

a. Any other insurance available to any additional insured with whom you agree in a written contract or agreement to provide insurance on a primary and non-contributory basis;

b. Any other insurance available to any additional insured specifically named in an endorsement attached to this policy as an additional insured on a primary and non-contributory basis; or

c. Other valid and collectible insurance available, with respect to a "claim" covered under Insuring Agreement **A.1.b.** Transportation Pollution Liability.

L. Premium Audit

1. We will compute all premiums for this policy in accordance with our rules, rates, rating plans, and minimum premium requirements.

2. Premium shown as Advance And Deposit Premium in the Declarations is a deposit premium only. At the close of each audit period, we will compute earned premium for that period. All audit premiums are due and payable on notice to the first Named Insured.

3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

M. Premiums

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

N. Representations

By accepting this policy, you agree:

1. The statements in the applications, other materials submitted to us, and 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.

O. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom a "claim" is made.

P. Transfer Of Rights Of Recovery Against Others To Us

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

However, we waive any right of recovery we may have against any person or organization with whom the insured has agreed in a written contract or agreement to provide a waiver of transfer of rights of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract with that person or organization. But this waiver does not apply to any person or organization specifically named in an endorsement attached to this policy which waives our rights of subrogation and recovery.

Q. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our prior 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.

R. Waiver Of Self-Insured Retention Upon Successful Mediation

The self-insured retention will be waived, up to a maximum of $10,000, if:

1. A "claim" has not entered into litigation;

2. We and you mutually agree to "mediation" as a means to settle a "claim" made against the insured; and

3. Such "claim" is settled as a direct result of the "mediation" and within 30 days of the end of the "mediation".

When this occurs, we will not seek reimbursement from you for any qualifying self-insured retention amount we pay prior to the "mediation".

SECTION VII - DEFINITIONS

A. "Auto" means a land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment.

B. "Bodily injury" means physical injury, sickness, disease, mental anguish, or emotional distress sustained by any person, including medical monitoring, loss of services, or death resulting from any of these at any time.

C. "Cargo" means waste, products, or materials carried or delivered by a "covered conveyance".

D. "Carrier" means a person or an entity, other than any insured or any subsidiary or affiliate company of any insured, engaged by the insured to transport material by aircraft, "auto", or watercraft, but only if such person or entity is properly licensed to transport such material and in the business of transporting such material.

E. "Claim" means the insured's or our receipt of:

1. A written demand for "loss"; or

2. The service of "suit" or institution of arbitration proceedings against the insured.

However, "claim" does not include any "disciplinary proceeding".

F. "Cleanup costs" means reasonable and necessary expenses incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, disposal, remediation, detoxification, or neutralization of, or response to any "pollutants":

1. To the extent required by federal, state, local, or provincial laws, including, but not limited to, statutes, rules, ordinances, guidance documents, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, governing the liability or responsibilities of the insured; or

2. Which have been actually incurred by the government or any political subdivision of the United States of America or any state thereof, or by third parties.

"Cleanup costs" includes "restoration costs".

G. "Completed operations" means "your work" that has been completed. "Completed operations" does not include "your work" that has been abandoned or has not yet been completed. "Your work" will be deemed completed at the earliest of the following times:

1. When all work to be performed under the contract has been completed;

2. When all of the work to be done at the site has been completed if the contract calls for work at more than one site; or

3. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. "Your work" that may require further service, maintenance, correction, repair, or replacement, but is otherwise complete, will be deemed completed.

H. "Coverage territory" means:

1. The United States of America and its territories or possessions; and

2. International waters or airspace, but only if the "loss" occurs in the course of travel or transportation between any places included in Paragraph **1.** above.

I. "Covered conveyance" means any conveyance operated by or on behalf of an insured used for transporting property.

J. "Crisis management consultant" means a professional firm or consultant that provides crisis management services and has been approved in writing by us, the approval for which will not be unreasonably withheld.

K. "Crisis management costs" means those reasonable and necessary fees and expenses:

1. Incurred by you within 90 days after the "crisis management event" is discovered by you and is thereafter approved by us in writing; and

2. For services provided to you by a "crisis management consultant" for the sole purpose of assisting you with:

   (a) Managing the media in direct response to a "crisis management event" to which this insurance applies; or

   (b) Minimizing the economic harm to you caused by a "crisis management event" to which this insurance applies by consulting with you with respect to maintaining and restoring your company's public image or reputation.

You must take reasonable steps to minimize "crisis management costs".

L. "Crisis management event" means the public announcement by a third party that a "pollution condition" for which you are legally responsible has caused:

1. "Bodily injury" involving third parties; or

2. "Property damage", but only to the extent resulting in actual physical damage to real property owned by third parties;

provided that one of your "executive officers" has proffered, at our sole discretion, a good faith opinion that the public announcement or accusation has caused or is reasonably likely to cause economic harm to, or a material adverse effect on, your company's image or goodwill.

M. "Disciplinary proceeding" means the insured's receipt of any proceeding by a United States of America domiciled regulatory body, disciplinary board, or governmental agency, any of which has the authority to investigate charges of professional misconduct in the performance of "professional services"; however, "disciplinary proceedings" will not include any criminal proceeding.

N. "Domestic partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law.

O. "Emergency response costs" means reasonable and necessary costs incurred to mitigate a "pollution condition" constituting an emergency situation under applicable law whereby in the absence of such mitigation:

1. "Bodily injury" or "property damage" to third parties is imminent; or

2. "Cleanup costs" pursuant to environmental law are incurred.

P. "Employee" includes temporary and leased staff working on your behalf and under your direct supervision, but only with respect to "your work".

Q. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.

R. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

1. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate, or dangerous; or

2. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment, or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

S. "Insured contract" means:

1. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or

2. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

T. "Intellectual property hazard" means:

1. Infringement, in any manner, of a copyright, patent, trademark, service mark, trade dress, title or slogan, service name, trade name, or copyright joint ownership, or other intellectual property rights;

2. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, services, or claims;

3. Piracy or unfair competition;

4. Oral or written publication, in any manner, of material that violates a person's right to privacy;

5. The use of another's style of doing business, intellectual property, trade secrets, or market share agreements;

6. The use of another's advertising idea in your advertisement;

7. Violations of the Lanham Act (15 USC §1051-1141N); and

8. Violations of the Computer Fraud and Abuse Act (CFAA) (18 USC §1030), including violations of any regulations implementing the CFAA, and any similar state or federal law or regulation.

U. "Interrelated wrongful acts" means any "wrongful acts" that have as a common connection or nexus any fact, circumstance, situation, event, cause, transaction, or series of facts, circumstances, situations, events, causes, or transactions.

V. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto a vehicle;

b. While it is in or on a vehicle; or

c. While it is being moved from a vehicle to the place where it is finally delivered.

W. "Loss" means "pollution loss" or "professional loss".

X. "Mediation" means the voluntary process in which an objective third party, who is a qualified professional mediator selected by the parties to the "claim" with our written agreement, intervenes between the parties to promote settlement of a "claim". "Mediation" does not include litigation, arbitration, or court mandated proceeding.

Y. "Mold" means any permanent or transient fungus, mold, mildew, or mycotoxin or any of the spores, scents, or by-products produced or released by fungus.

Z. "Natural resource damages" means physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States of America, any state or local government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

AA. "Non-owned disposal site" means a location you use for the treatment, storage, or disposal of waste or material, provided the "non-owned disposal site":

1. Is not managed, operated, owned, or leased by any insured or any subsidiary or affiliate of any insured;

2. Is permitted or licensed by the applicable federal, state, local, or provincial authorities to accept such waste or material as of the date the waste or material is treated, stored, or disposed of at the "non-owned disposal site"; and

3. Is not listed on a proposed or final Federal National Priorities List or any state or provincial equivalent National Priorities List, Superfund, or Hazardous Waste List prior to the treatment, storage, or disposal of the waste or material at the "non-owned disposal site".

BB. "Pollutants" means any solid, liquid, gaseous, thermal, biological, or low-level radioactive substance, material, or matter, irritant, or contaminant, including, but not limited to, electromagnetic frequency, smoke, vapor, soot, silt, sedimentation, fumes, acids, alkalis, chemicals, or waste. Waste includes medical waste and all other materials to be disposed of, recycled, stored, reconditioned, or reclaimed. With respect to Insuring Agreements **A.1.a.** Contractors Pollution Liability (Including Mold And Legionella) and **A.1.e.** Crisis Management And Emergency Response Costs only, "pollutants" includes "mold" and legionella pneumophila.

CC. "Pollution condition" means the discharge, dispersal, seepage, migration, growth, release, or escape of "pollutants". With respect to Insuring Agreements **A.1.b.** Transportation Pollution Liability and **A.1.e.** Crisis Management And Emergency Response Costs only, "pollution condition" includes "transportation pollution condition".

DD. "Pollution loss" means:

1. A monetary judgment, award, or settlement for "bodily injury" or "property damage"; or

2. "Cleanup costs".

EE. "Professional loss" means a monetary judgment, award, or settlement for a "wrongful act", including punitive or exemplary damages where insurable by law; however, "professional loss" does not include:

1. Multiplied portions of damages in excess of actual damages, including trebling of damages;

2. Any cost required to repair, build, or modify property to comply with any award or order by a court, administrative order, arbitration award, or any similar judgment;

3. Taxes, fines, or penalties imposed by law;

4. Sanctions;

5. Matters which are uninsurable under the law pursuant to which this policy will be construed;

6. The return, restitution, disgorgement, or off-set of any fees, costs, or expenses paid to or charged by any insured or any interest thereon;

7. Any other equitable relief;

8. Claimants' attorneys' fees or damages awarded for breach of contract, except attorneys' fees awarded for the successful prosecution of a "claim" otherwise covered by this policy; or

9. Any "rectification expense".

FF. "Professional services" means those functions as disclosed on the application or which are specifically shown in an endorsement to this policy performed for others by you or on your behalf that are related to your practice as a consultant, engineer, architect, surveyor, laboratory, project manager, or construction manager including, but not limited to, engineering services or the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications.

GG. "Property damage" means:

1. Physical injury to tangible property, including all resulting loss of use or diminution in value of that property. All such loss of use or diminution in value will be deemed to occur at the time of the physical injury that caused it;

2. Loss of use or diminution in value of tangible property that is not physically injured. All such loss of use or diminution in value will be deemed to occur at the time of the "claim"; or

3. "Natural resource damages".

HH. "Rectification Expense" means reasonable and necessary direct costs and expense incurred by the insured with respect to any action to rectify or mitigate a covered "wrongful act".

"Rectification expense" does not include any of the insured's profit, overhead, or mark-up, or any betterment to a project to which "rectification expense" applies.

II. "Responsible insured" means:

1. You, your "executive officer", director, partner, member, or manager;

2. Any insured who has responsibility, in whole or in part, for risk control, risk management, health and safety, or environmental affairs, control, or compliance; or

3. Any insured who signed or who has responsibility, in whole or in part, for completing the application on which we relied in issuing this policy.

JJ. "Restoration costs" means reasonable and necessary costs incurred by the insured with our consent, which will not be unreasonably withheld or delayed, to restore, repair, or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring "cleanup costs". However, such "restoration costs" will not exceed the actual cash value of such property immediately prior to incurring "cleanup costs" or include costs associated with improvements, betterments, ordinance, or law.

KK."Suit" means a civil proceeding in which "loss" to which this insurance applies is alleged. "Suit" includes:

1. An arbitration proceeding in which such "loss" is claimed and to which the insured must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceeding in which such "loss" is claimed and to which the insured submits with our consent.

"Suit" does not include any "disciplinary proceeding".

LL. "Transportation pollution condition" means the emission, discharge, dispersal, release, or escape of "pollutants" from a "covered conveyance" which occurs beyond the boundaries of a premises owned or occupied by, or rented or leased to, any insured.

MM."Transported cargo" means the insured's "cargo" after it is moved from the place where it is accepted by or on behalf of an insured for movement into or onto a "covered conveyance", until the "cargo" is moved from the "covered conveyance" to the place where it is finally delivered on behalf of the insured. "Transported cargo" also includes "cargo" during "loading or unloading" to or from a "covered conveyance".

"Transported cargo" does not include "cargo" at rest for a period longer than 72 hours after it has been accepted on behalf of the insured for movement into or onto a "covered conveyance" but before it reaches the place of final delivery.

NN. "Unmanned aircraft" means an aircraft that is not designed, manufactured, or modified after manufacture to be controlled directly by a person from within or on the aircraft.

OO."Wrongful act" means any actual or alleged act, error, or omission in the performance of "professional services" by you or any person for whose acts you are legally responsible.

"Wrongful act" includes "interrelated wrongful acts".

PP. "Your product":

1. Means:
   - **(a)** Any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:
     - **(1)** You;
     - **(2)** Others trading under your name; or
     - **(3)** A person or organization whose business or assets you have acquired; and
   - **(b)** Containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products.
2. Includes:
   - **(a)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your product"; and
   - **(b)** The providing of or failure to provide warnings or instructions.
3. Does not include vending machines or other property rented to or located for the use of others but not sold.

QQ."Your work":

1. Means:
   - **(a)** Contracting work or contracting operations performed by you or on your behalf for others at a location that you do not own, control, rent, or occupy other than for the purpose of performing "your work"; and

(b) Materials, parts, or equipment furnished in connection with such work or operations.

2. Includes:

(a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your work";

(b) The providing of or failure to provide warnings or instructions; and

(c) The "completed operations" of "your work".

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 5, 2026

WA UBI No.	600 074 664
L&I Account ID	271,413-00
Legal Business Name	KNIGHT CONST & SUPPLY INC
Doing Business As	KNIGHT CONST & SUPPLY INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2026 "Greater than 100 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	KNIGHCS281ON
License Expiration	08/22/2028

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).

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: KNIGHT CONST. & SUPPLY, INC.

Business name: KNIGHT CONST. & SUPPLY, INC.

Entity type: Profit Corporation

UBI #: 600-074-664

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2601 E 6TH ST
DEER PARK WA 99006-5381

Mailing address: 2601 E 6TH ST
DEER PARK WA 99006-5381

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Deer Park General Business				Active	Jul-31-2027	Sep-21-2020
Kennewick General Business - Non-Resident				Active	Mar-31-2027	Mar-10-2026
Minor Work Permit				Active	Jul-31-2027	Jul-21-1995
Spokane General Business - Non-Resident	T12001102BUS			Active	Jul-31-2027	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Jul-31-2027	Nov-28-2022

Owners and officers on file with the Department of Revenue

Owners and officers	Title
KNIGHT, DAVID	
KNIGHT, DOUGLAS J	

The Business Lookup information is updated nightly. Search date and time: 7/15/2026 9:24:22 AM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/23/2026

Date Rec'd	8/18/2026
Clerk's File #	OPR 2026-0783
Cross Ref #	EO 2026-0004
Project #	

Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	EMERGENCY
Contact Name/Phone	TRACE 625-6524	**Requisition #**	SBO
Contact E-Mail	TBRADBURN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	CONTRACT FOR EMERGENCY LANDFILL EROSION STABILIZATION AND		

Agenda Wording

Contract award to SSEC APEX, Inc. (Hauser, ID) for emergency reseeding and erosion control due to wildfire damage at the City's Northside Landfill from 8/21/2026 - 6/30/2027 and a total cost not to exceed 1,331,000.00, plus tax.

Summary (Background)

This contract is exempt from competitive solicitation via emergency declaration EO 2026-0004. The City's Northside landfill had approximately 70-75% of the sites vegetative cover destroyed by wildfire. Emergency erosion stabilization and reseeding services are needed to ensure the landfill's cover is not further damaged or creating runoff and possible environmental concerns.

What impacts would the proposal have on historically excluded communities?

The proposal is expected to have a neutral-to-positive impact on historically excluded communities. Work will occur within the existing Northside Landfill footprint and will not displace residents, restrict access to public services, impose new customer fees, or change service eligibility. Restoring vegetation will reduce exposed soil, erosion, fugitive dust, stormwater runoff, and infiltration risks, benefiting nearby residents, landfill employees, customers, and people who may be especially vulnerable to poor air quality or environmental hazards. Temporary construction impacts, including dust, noise, and truck traffic, will be managed through

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?

Because this proposal restores existing landfill infrastructure and does not provide benefits or services based on individual eligibility, the City will not collect personal demographic information solely for this project. The City will track the location and nature of complaints, dust or odor observations, stormwater concerns, service disruptions, and reported health or safety impacts. If off-site impacts are identified, the City may compare their geographic distribution with publicly available, aggregated Census or American Community Survey information to determine whether racial, ethnic, income, disability, or other historically disadvantaged

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

The City will establish baseline conditions through photographs and preconstruction inspections. During the project, staff will document acres treated, seed and erosion-control materials applied, installation dates, weather conditions, contractor progress, and costs. Follow-up inspections will evaluate vegetation establishment, percentage of ground cover, bare areas, erosion, sediment movement, fugitive dust, stormwater conditions, and areas requiring reseeding or repair. Inspections will occur during establishment, following significant precipitation or snowmelt, and during the next growing season. If vegetation or erosion-

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

The proposal supports the City's Comprehensive Plan goals related to public health, environmental protection, reliable public services, and responsible stewardship of public facilities. It aligns with the Sustainability Action Plan by restoring protective vegetation, reducing erosion and fugitive dust, limiting stormwater infiltration, and improving the landfill's resilience to extreme weather and wildfire impacts. The work supports the City's capital and asset-management objectives by restoring an existing permitted public facility and protecting prior public investment rather than expanding landfill capacity. It is also consistent with neighborhood and Council policies that emphasize minimizing off-site environmental impacts, maintaining safe essential services, and

Council Subcommittee Review

n/a

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 1,331,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is an unanticipated emergency repair and maintenance expense for the City's Northside Landfill. Reserve funds will be utilized for the immediate repairs and submitted to FEMA for possible reimbursement.

Amount		Budget Account
Expense	$ 1,331,000.00	# 4530-45300-53745-54212-54923
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	BRADBURN, TRACE	**PURCHASING**	PRINCE, THEA
Division Director	AVERYT, CHRIS		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

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City Clerk's No. OPR 2026-0783

CITY OF SPOKANE

PURCHASED SERVICE CONTRACT

Title: **RESEEDING NORTHSIDE LANDFILL**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SSEC APEX, INC.**, whose address is 26469 West Highway 53, Hauser, Idaho 83854-4592, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.
The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled Bid 54291-WTEF NSFL – Reseeding Northside Landfill Addendum No. 1, which is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Purchased Service Contract controls.

This contract was entered into pursuant to emergency contracting authority under SMC 07.06.180 and is subject to subsequent approval by the Spokane City Council. In the event that Council declines to ratify or approve this contract, this contract will automatically terminate without further action by either party, on the first business day following Council's decision. Termination will be subject to the termination clause of this contract.

2. TERM OF CONTRACT.
The term of this Contract begins on August 21, 2026, and shall run through June 30, 2027, unless amended by written agreement or terminated earlier under the provisions

3. TERMINATION.
Either party may terminate this Contract, with or without cause, by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

4. COMPENSATION / PAYMENT.
Total compensation for Contractor's services under this Contract shall not exceed **ONE MILLION THREE HUNDRED THIRTY-ONE THOUSAND AND NO/100 DOLLARS ($1,331,000.00)**, plus applicable sales tax, in accordance with the Pricing contained in Exhibit B, unless modified by a written amendment to this Contract.

The Contractor will send its applications for payment to Solid Waste Disposal, Attn: Michelle Dorgan email: MDorgan@spokanecity.org. **Payment will be made via direct deposit/ACH**

within thirty (30) days after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. WAGES.

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

6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

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

7. PUBLIC WORKS REQUIREMENTS.

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

8. INDEMNIFICATION.

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

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

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

B. **General Liability Insurance** on an occurrence basis, of not less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement.

   i. Acceptable supplementary Umbrella insurance coverage combined with Contractor's General Liability insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

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

10. TAXES, FEES AND LICENSES.

A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

11. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not

believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

12. 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 Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, 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.

13. 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.

14. AUDIT.

The Contractor and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

15. ASSIGNMENT AND SUBCONTRACTING.

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

16. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional Contractor performing the same or similar services at the time the services under this Contract are performed.

17. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Contractor shall be safeguarded by the Contractor. The Contractor shall make such data, documents and files available to the City upon the City's request. If the City's use of the Contractor's records or data is not related to this project, it shall be without liability or legal exposure to the Contractor.

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).

18. 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 Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

19. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Contractor shall comply with the requirements of this Section.

C. This Contract 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 Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

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

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

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

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

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 by having legally-binding representatives affix their signatures below.

SSEC APEX, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Certification Regarding Debarment
Exhibit B - Bid 54291-WTEF NSFL – Reseeding Northside Landfill Addendum No. 1
Certification of Compliance with Wage Payment Statutes

26-232

Exhibit A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

Exhibit B

Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (INSERT DATE), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____ _____
City State

Date

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

_____

If a co-partnership, give firm name under which business is transacted:

_____

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner*

Addendum 1
August 12, 2026

Bid: 54921-WTEF NSFL
Reseeding Northside Landfill - Prevailing Wages – Unit Price

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

Addendum 1 hereby incorporates the following changes to bid and replaces initial Bid Form Pages 10-13.

PERIOD OF PERFORMANCE.
The period of performance of any contract resulting from this Bid is tentatively scheduled to begin on or about August 21 and to end approximately on June 30, 2027. The period is to enable germination of ryegrass, of the seed formula mix into fall 2026, and enable germination of the other seed mix grasses from the onset of Spring 2027 through June 30, 2027.

STAGING AREA.
City would provide Contractor staging area for equipment, materials and operations. The City does not assume any liability for any Contractor equipment place in staging area. Contractor is required to advance coordinate setup of staging area, prior to any staging.

CONTRACT AWARD AND PRICING.
Contractor shall receive a unit price contract for a not-to-exceed amount. The City shall issue payment(s) in the applicable amount(s) set forth in resulting contract per awarded Contractor's unit pricing.

QUANTITIES. Quantities when used are for estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only. Quantities shall be bid on a more or less basis. Actual usage may be more or less.

PAYMENT. Payment would only be made for actual quantities incurred, be it more or less, per actual services perform and accepted as per contract rates.

INVOICING (Water / Fire Hydrant Use and Related Cage/Metering).
Related Invoices Contractor received from the City, shall be invoiced by Contractor at cost, no Contractor markup percentage will allowed when Contractor is invoicing. Contractor shall submit copies of City invoices that contractor is invoicing for when Contractor submits invoice(s).

INVOICING. (Hydrant Use Permit) Contractor shall be reimbursed at cost for any hydrant-related use permit required, if Contractor would be required to obtain. Contractor shall submit copy of permit invoice when Contractor submits invoice. No Contractor markup percentage will allowed when Contractor is invoicing.

OPTIONS. When Options are listed on Pricing Page, the City reserves the right to choose between quoted options, or to use of combination of options, during the performance of the awarded Contract.

MARKUP PERCENT. Bidder shall enter its Markup Percentage for Materials and Supplies required to perform requested maintenance related services required as a result of Act(s) of Nature. Percentage Markup would "NOT" apply to any materials and supplies that are listed on pricing pages that already has a provide-and-apply unit pricing established, as payment would be made per contract rates. Labor Cost would be paid as Contractors Standard Prevailing Rate, per contract rates. Markup Percentage shall remain unchanged for the life of the Contract.

SPECIFICATIONS. Bidders shall provide the Specifications, Mix Formulas, Composition and Percentages, Coverage Requirements, Application Requirements, and Estimated Quantities to be applied, for each item type that is Bidding. Regarding Erosion Control Products, Bidder shall also provide copies of Technical Data Technical Sheets for erosion product option that Bidder is bidding (**Turf Reinforcement Mat (TRM), Bonded Fiber Matrix and Erosion Control Matting.)**

PRICING. Bidder acknowledges its unit pricing includes ALL expenses with regard to Services. No other costs will be allowed later, if not listed.

SALES TAX. The City will apply applicable tax to Bidder's response when tabulating bids. Bidder 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 will be tabulated with the applicable sales tax.

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

BID OFFER. The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the services at the following unit prices:

Contractor To Define Guarantee that would be provided through the life resulting contract, implied 6/30/2027.	SSEC Apex defines **"Guarantee"** as the establishment and germination of the seed applied through the hydro-mulching process, subject to suitable environmental and site conditions. SSEC Apex cannot be held responsible for seed germination, establishment, or subsequent growth that is adversely affected by irregular weather conditions, drought, insufficient moisture, extreme temperatures, or other environmental conditions beyond SSEC Apex's control that result in seed remaining dormant, drying out, or dying. The **Annual Ryegrass** is expected to germinate and provide initial vegetative growth following application when adequate moisture and environmental conditions are present. However, full establishment and coverage of the seeded areas may not be evident until the **April through June 2027** growing season. The **native seed species** may require an extended period to germinate and establish. Native species can remain dormant until appropriate environmental conditions occur and are expected to develop and demonstrate more significant growth during the **2028 growing season**. The timing and extent of germination and establishment will be dependent upon precipitation, soil moisture, temperature, seasonal conditions, and other environmental factors. SSEC Apex's guarantee is therefore limited to proper application of the specified seed mix and hydro-mulching materials in accordance with the project requirements and does not guarantee a specific level of vegetation coverage or growth by a specific date when environmental conditions are unfavorable.
Contractor To Define: Seed Mix Formula, Composition and Percentages, Coverage Requirements, Application Requirements, and Quantity to be applied per acre:	The seed will be delivered in 60-pound bags, with each bag containing the seed mix required for one acre of application. Seeding will be applied using 4,000-gallon and 5,000-gallon hydroseeding machines. These machines will spray accessible areas from the access road surrounding the site. A 4,000-gallon machine can apply approximately one acre per load, while a 5,000-gallon machine can apply approximately 1.25 acres per load. Once the perimeters and accessible areas have been established through application from the access roads, a 4,000-gallon hydroseeder will be used to transfer slurry to a 1,700-gallon wide-tracked, low-ground-pressure vehicle, referred to as a **Moroka Hydroseeder**. This equipment will be used to apply seed to areas that cannot be accessed directly from the surrounding access roads. The seed will be incorporated into the hydroseeding slurry consisting of mulch, fertilizer, lime, and tackifier. The seed mix will be applied at a rate of **60 pounds per acre**, in accordance with the project specifications. **Seed Mix – 60 lbs/acre** • Creeping Red Fescue — 9 lbs/acre (15%) • Hard Fescue — 12 lbs/acre (20%) • Canada Bluegrass — 9 lbs/acre (15%) • Annual Ryegrass — 18 lbs/acre (30%) • Sheep Fescue — 12 lbs/acre (20%) **Total: 60 lbs/acre (100%)**

Contractor To Define: Mulch Composition and Percentages, Coverage Requirements, Application Requirements, and Quantity to be applied per acre:	The wood cellulose mulch will be delivered in **50-pound bags**, packaged on pallets containing **2,250 pounds** of material per pallet. The mulch will be applied using **4,000-gallon and 5,000-gallon hydroseeding machines**. These machines will spray all accessible areas from the access roads surrounding the site. A 4,000-gallon machine can apply approximately **1 acre per load**, while a 5,000-gallon machine can apply approximately **1.25 acres per load**. Once the perimeters of the access roads and the areas accessible from the roads have been established through the initial hydroseeding application, a 4,000-gallon machine will be used to transfer slurry to a **1,700-gallon wide-tracked, low-ground-pressure vehicle known as a Moroka Hydroseeder**. This equipment will be used to apply the mulch slurry to areas that cannot be accessed directly from the surrounding access roads. The wood cellulose mulch will be incorporated into a slurry mixture containing the specified **seed, fertilizer, lime, and tackifier**. The slurry will then be applied uniformly to the designated areas in accordance with the project specifications. **Application Rates** • **General areas:** Wood cellulose mulch applied at **2,000 pounds per acre**, equivalent to **40 bags per acre**. • **Downslopes of drain ditches:** Wood cellulose mulch applied at **2,500 pounds per acre**, equivalent to **50 bags per acre**. The increased application rate on drain-ditch downslopes will provide additional mulch coverage in these areas in accordance with the project specifications.
Contractor To Define: Fertilizer Mix Formula, Composition and Percentages, Coverage Requirements, Application Requirements, and Quantity to be applied per acre:	Fertilizer will arrive in 200# pallets consisting of 50lbs each Fertilizer will be applied using **4,000-gallon and 5,000-gallon hydroseeding machines**. These machines will spray all accessible areas from the access roads surrounding the site. A 4,000-gallon machine can apply approximately **1 acre per load**, while a 5,000-gallon machine can apply approximately **1.25 acres per load**. Once the perimeters of the access roads and the areas accessible from the roads have been established through the initial application, a 4,000-gallon machine will be used to transfer slurry to a **1,700-gallon wide-tracked, low-ground-pressure vehicle known as a Moroka Hydroseeder**. The Moroka Hydroseeder will be used to apply fertilizer to areas that cannot be accessed directly from the surrounding access roads. **Fertilizer Application Rate** Fertilizer will be applied at a total rate of **650 pounds per acre**, with the specified nutrient analysis of: • **20% Nitrogen (N)** • **10% Phosphoric Acid (P_2O_5)** • **10% Potash (K_2O)** To achieve the specified macronutrient application, fertilizer products will be **mixed on site** prior to incorporation into the hydroseeding slurry. The fertilizer blend will consist of: • **408.4 pounds per acre of 16-16-16** • **142 pounds per acre of 46-0-0 (Urea)** The blended fertilizer will be incorporated into the hydroseeding slurry and applied uniformly to the designated areas in conjunction with the specified seed, wood cellulose mulch, lime, and tackifier. All fertilizer application rates and mixing procedures will be performed in accordance with the project specifications and the requirements for the specified nutrient application

Contractor To Define: Lime Formula, Composition and Percentages, Coverage Requirements, Application Requirements, and Quantity to be applied per acre:	Lime will be delivered in **2,000-pound tote bags** and **50-pound bags packaged on 2,000-pound pallets**. Each 2,000-pound tote will be loaded using an off-road forklift and emptied directly into the hydroseeder tank. Any remaining quantity required to meet the specified application rate will be added using the 50-pound bags. Lime application will be performed using **4,000-gallon and 5,000-gallon hydroseeding machines**. These machines will apply the lime slurry to accessible areas from the access roads surrounding the site. A 4,000-gallon machine can apply approximately **1 acre per load**, while a 5,000-gallon machine can apply approximately **1.25 acres per load**. Once the perimeters and accessible areas have been established through application from the access roads, a **4,000-gallon hydroseeder** will be used to transfer slurry to a **1,700-gallon wide-tracked, low-ground-pressure vehicle known as a Moroka Hydroseeder**. The Moroka Hydroseeder will be used to apply lime to areas that cannot be accessed directly from the surrounding access roads. The lime will be added to slurry mix of wood cellulose, fertilizer, seed, and tackifier. **Lime Application Rate** Lime will be applied at the project-specified rate of: **2,150 pounds per acre** Application will be measured and adjusted as necessary to achieve the specified **2,150-pound-per-acre rate** across the designated treatment areas.
Contractor To Define: Tackifier Composition and Percentages, Coverage Requirements, Application Requirements, and Quantity to be applied per acre:	Triple Tac tackifier will be delivered to the site in **25-pound bags**. The tackifier will be incorporated into the hydroseeding slurry mixture containing the specified **seed, wood cellulose mulch, fertilizer, and lime**. The tackifier functions as a bonding agent, helping bind the seed, mulch, fertilizer, and lime together and adhere the slurry to the soil surface. This helps reduce material movement and provides improved contact between the applied materials and the soil. Triple Tac tackifier will be applied in accordance with the **manufacturer's recommendations**, with a typical application rate of approximately: **25 pounds per acre** The tackifier will be thoroughly incorporated into the slurry to provide uniform coverage throughout the designated application areas.

Contractor To Define: Erosion Control Matting specifications, and submit copy of Technical Data Sheet with bid.	Erosion control matting is a generic term used to describe various types of Rolled Erosion Control Products **(RECPs)**. SSEC Apex is proposing the use of a Turf Reinforcement Mat **(TRM)** as the erosion control product for this project. The TRM will be installed within the designated swales. Two rolls of TRM will be centered within each swale and installed continuously along the swale alignment. The estimated total quantity of swale installation is approximately 18,000 linear feet +/-. The TRM will be installed in accordance with the manufacturer's recommendations, including proper anchoring, overlaps, and soil contact, to provide reinforcement of the swale and assist in controlling erosion and supporting vegetation establishment.
Contractor To Define: Bond Fiber Matrix specifications, and submit copy of Technical Data Sheet with bid.	**BONDED FIBER MATRIX WILL NOT BE USED**. During a site visit we concluded that BFM would not be needed due to the cost. Instead, an additional application of 500#/ac of wood cellulose mulch will be applied to those areas. This will keep costs down but will not extend the completion timeline.
Contractor shall state approximate gallons of Water that would be required to complete reseeding.	_____1,100,000_____ Gallons

Reseeding Requirement	Estimated Quantities of Acres, more or less	All-Inclusive Price per Acre	Estimated Extended Total Cost	Estimated Number of Days to Complete
State all-inclusive single, firm-fixed price, to provide and apply slurry mix comprised of: Seed, Mulch, Fertilizer, Lime, and Tackifier that is applied together in a single application, per acre. All-inclusive Cost DOES NOT include water. **City will Monitor Water taking into Account NSLF meter will remain the source and not plan to adjust the usage to bill a hydrant cage.**	260 acres (1. Option A)	$3970.63	$1,032,363.80	26 Days
State all-inclusive single, firm-fixed price, to provide and apply slurry mix comprised of: Seed, Mulch, Fertilizer, Lime, and Tackifier that is applied together in a single application, per acre. All-inclusive Cost DOES NOT include water. **City Water Department would issue a hydrant-cage with built in meter to capture water usage. Not Taking into Account Water. (See 1. Option B.1 Below Regarding invoicing of Water)**	260 acres (1. Option B)	$3970.63	$1,032,363.80	26 Days
Contractor would be billed by City at the Purveyor Rate. With This Option Contractor would be responsible for Invoicing the City, submitting copy of City invoice, when invoicing.	(1. Option B.1)			TDB

	Estimated Quantities 200,000 sq ft, more or less	All-Inclusive Price per Sq Ft	Estimated Extended Total Cost	Estimated Number of Days to Complete
State all-inclusive single, firm-fixed price, to provide and apply Bonded Fiber Matrix single application. All-inclusive Cost DOES NOT include water. **City will Monitor Water taking into Account NSLF meter will remain the source and not plan to adjust the usage to bill a hydrant cage.**	200,000 sq ft (2. Option A)	$ N/A	$	
State all-inclusive single, firm-fixed price, to provide and apply Bonded Fiber Matrix single application. All-inclusive Cost DOES NOT include water. City Water Department would issue a hydrant-cage with built in meter to capture water usage. Note Including Water: All-inclusive Cost DOES NOT include water. **City Water Department would issue a hydrant-cage with built in meter to capture water usage. Not Taking into Account Water. (See 2. Option B.1 Below Regarding invoicing of Water)**	200,000 sq ft (2. Option B)	$ N/A	$	
Contractor would be billed by City at the Purveyor Rate. With This Option Contractor would be responsible for Invoicing the City, submitting copy of City invoice, when invoicing.	(2. Option B.1)			TDB

Erosion Control Matting	Estimated Quantities of Lineal Feet, more or less	All-Inclusive Price per Lineal Foot	Estimated Extended Total Cost	Estimated Number of Days to Complete
All-inclusive Cost To Provide and Apply Erosion Control Matting	18,000 LF	$13.68	$246,240.00	____13__ Days
Turf Reinforcement Mat (TRM)	**Estimated Quantities of Square Feet, more or less**	**All-Inclusive Price per Square Foot**	**Estimated Extended Total Cost**	**Estimated Number of Days to Complete**
All-inclusive Cost to Provide and Apply TRM on Downside of Berms, for an estimated quantity of 720,000 square feet or 16.5 acres.	720,000 sq ft	$0.855	$615,605.12	___33___ Days
All-inclusive Cost to Provide and Apply TRM within Swale Areas, for an estimated quantity of 288,000 square feet or 6.61 acres.	288,000 sq ft	$0.855	$246,240.00	___13___ Days
Mulch Additional Requirement For Downside of Berms	**Estimated Quantities of 500 pounds PER ACRE, more or less**	**All-Inclusive Price per ACRE**	**Estimated Extended Total Cost**	**Estimated Number of Days to Complete**
All-inclusive Cost to Provide and Apply additional Mulch requirements for downside of berms.	500 pounds **PER ACRE for a total of 16.5-acres**	$912.00	$15,048.00	___2___ Days
Contractor To Define What Constitutes "Straight Time":	Monday through Friday 7 to 3:30 pm.			

Maintenance Services: Contractor's Straight Time Hourly Rate (Taking into Account Prevailing Wage) pertaining to Act(s) of Nature.	$64.42____ hourly rate
Maintenance Services: Percentage Markup for Materials, Supplies, Rental Vehicles, shall be markup over Contractor's base cost to purchase/rent from their supplier. Markup will be based on the base subtotal of the item cost, no shipping / handling or sales tax charged to the Contractor to purchase the materials and supplies, rent vehicles will be added to the pre-markup amount. The City reserves the right, upon request, to obtain copies of all invoices incurred by Contractor during the life of the contract. Contractor's Percentage Markup to remain unchanged throughout the life of the contract period. Enter Percentage Markup:	_____25%

ADDENDA.
The undersigned acknowledges receipt of addenda number(s) ___1_____ and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.
The bidder must adhere to the City's outage schedule.

LIQUIDATED DAMAGES.
In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of **Zero Dollars ($0.00) LARS** per working day until the work is satisfactorily completed.
BIDDER RESPONSIBILITY.

Washington State Contractor's License Number ___SSECAAI802CS_____

Washington Unified Business Identifier (UBI) number ____604 539 818_____

Washington Employment Security Department Number __000-863460-00-1_____

Washington Excise Tax Registration Number ____604 539 818_____

City of Spokane Business License Number ___604 539 818-001_____

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

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

The undersigned Bidder hereby certifies that as of July 1, 2019, Contractor has fulfilled training requirement or is exempt from L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Name of Bidder: SSEC Apex Inc.

Signature of Bidder's Authorized Representative

Printed Name **Andy Rewinkle**

Title **President**

Email *Address* **andy@ssecapex.com** *Phone* **208-816-3385**

INVITATION TO BID

BID: 54921-WTEF NSLF (ADDENDUM 1 – 8/12/2026) TITLE: **Reseeding Northside Landfill - Prevailing Wages – Unit Price** BID COORDINATOR: Rick Rinderle, City of Spokane Purchasing Department	BID DUE DATE: **Friday, August 14, 2026.** TIME: 11:00 am Bid Submittal: Email Bid To RRINDERLE@SPOKANECITY.ORG

BID SUBMITTED BY:

COMPANY **SSEC Apex Inc.**

MAILING ADDRESS **PO Box 279 Rathdrum ID 83858**

PHYSICAL ADDRESS **26469 W Hwy 53 Hauser ID 83854**

PHONE NUMBER 208-816-3385

E-MAIL ADDRESS andy@ssecapex.com

Rick Rinderle

Rick Rinderle
Purchasing

1. **BIDDERS' REPRESENTATION.**
Each bidder by making its bid represents that it has read and understands the bidding documents.

2. **SUBSTITUTIONS.**

A. Each bidder represents that its bid is based upon the materials and equipment described in the bidding documents.

B. No substitution will be considered unless written request has been submitted to the City department representative for approval at least five (5) days prior to the date for receipt of bids. Each request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, manufacturer, warranty, availability of qualified and trained installers, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.

C. If the City department representative approves any proposed substitution, the approval will be set forth in an addendum.

3. **INTERPRETATION.**
If a bidder discovers any errors, discrepancies or omissions in the bid specifications, or has any questions about the specifications, it shall notify the City department representative in writing submitting. Any addenda issued by the City will be incorporated into the contract.

4. **BIDDER PREQUALIFICATION.**

Bidder must be licensed to do business in the State of Washington.

5. **PAYMENT.** (Also Reference Addendum 1, for additional requirements)
Award of contract, when made Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. Payment will be made only for actual services requested, performed, and accepted.

6. **INVOICING.** (Also Reference Addendum 1, for additional requirements)
Invoices must be submitted TO Spokane Solid Waste Disposal within 30 days of performing services. • Invoices shall include type of services performed; and on site contact that approved services. •Invoices shall and approved Intent to Pay Prevailing Wage Number. •Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be emailed to mdorgan@spokanecity.org.

7. **BIDDER RESPONSIBILITY CRITERIA (MANDATORY).**
A bidder will be deemed not responsible if the bidder does not meet the mandatory bidder responsibility criteria in SMC 7.06.500. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

A. Have a current certificate of registration as a contractor in compliance with **chapter 18.27 RCW, which must have been in effect at**

the time of bid submittal;

B. Have a current Washington Unified Business Identifier (UBI) number;

C. If applicable:

1) Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in title 51 RCW;

2) Have a Washington Employment Security Department number, as required in title 50 RCW;

3) Have a Washington Department of Revenue state excise tax registration number, as required in title 82 RCW.

D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

E. Before award, the bidder under consideration for award must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder.

F. Shall affirm and certify it will not violate any local, state, or federal labor laws or standards during the course of performing work under the City contract.

G. Shall affirm and certify that it will comply with the provisions of the Spokane Fair Elections Code, chapter 01.07, SMC

H. Shall affirm and, as of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before the time of bid submittal by either of the following:

- Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or

- Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

8. **REJECTION OF BIDS.**
The City reserves the right to reject any or all bids, to waive minor deviations from the specifications, to waive minor informalities in bidding, whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.

9. **CONTRACTOR REGISTRATION.**
The City is prohibited from executing a contract with a contractor who is not registered or licensed as required by state law.

10. **EXECUTION OF CONTRACT.**
Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract, with executed Payment "and" Performance Bonds, approved-engineered prints and drawings, and approved evidence of insurance, unless otherwise mutually agreed by the City and Contractor.

11. **SUBCONTRACTING**. The Contractor shall not award any portion of the Work to any sub-vendor without the City's prior approval. The Vendor shall be fully responsible to the City for the acts, errors and omissions of its sub-vendors. No contractual relationship shall be created between any sub-vendor and the City.

12. **PREVAILING WAGE REQUIREMENTS.**
The scope of services for this project is subject to prevailing wages under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, and sales tax implications in making their bids.

A. The work under this contract is classified as subject to Prevailing Wage Requirements under state law.
   1. Payment and Performance bonds are Not required.
   2. Statutory retainage is Not required.

B. Prevailing Wage
   1. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW), as amended and the rules and regulations of the Washington State Department of Labor and Industries (L & I).

   2. The State of Washington prevailing wage rates applicable for this service works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://secure.lni.wa.gov/wagelookup/. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is August 14, 2026.

   3. For contracts greater than $10,000.00, contractors must post the Statement of Intent and Department of Labor and Industries contact information at the job site: (RCW 39.12.020).

C. Prevailing Wages Multi-Year Contracts and Extensions
   For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months.

   Upon the anniversary date of the contract, labor rates must be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material,

or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

D. Statement of Intent
The Contractor will submit a “Statement of Intent to Pay Prevailing Wages” certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The “Statement of Intent to Pay Prevailing Wages” shall include: (1) the Contractor’s registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor must submit an “Affidavit of Wages Paid” certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).

E. Filing Fees
The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars ($40) for each form. The Contractor is responsible for payment of these fees and shall make all application directly to the Department of Labor and Industries.

F. Department of Labor and Industries' Public Works and Prevailing Wage Training As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement **prior to time of bid submittal.**

13. **PERIOD OF PERFORMANCE.** (Reference Addendum 1, for additional requirements)
~~The period of performance of any contract resulting from this Bid is tentatively scheduled to begin on or about August 21 and to end approximately on April 30, 2027, the period of performance takes into account required Contractor’s six-month guarantee after final acceptance of reseeding.~~

14. **PROPRIETARY INFORMATION/PUBLIC DISCLOSURE.**

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

15. **OWNERSHIP OF DOCUMENTS.**

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

16. **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. Workers' Compensation Insurance in compliance with RCW 51, which requires subject employers to provide Worker's Compensation coverage for all their subject workers and Employers Liability Insurance (Stop Gap) in the amount of $1,000,000.

Note: Workers Compensation may not be listed on the COI since WA businesses are required to obtain through L & I. Employers Liability or Stop Gap is separate coverage and can be found under the GL or in the Workers Compensation section on COI.

B. General Liability Insurance on an occurrence basis, of not less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.

i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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 as applicable.

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

Certificate of Insurance shall state Certificate Holder: City of Spokane, 808 W Spokane Falls Blvd Spokane, WA 99201.

SCOPE OF WORK

1. PERFORMANCE.

Awarded Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described as Reseeding Northside Landfill.

The Northside Landfill, located at 7202 West Nine Mile, Spokane WA 99208, is a fenced area of approximately 345 acres. Due to recent fire, it is estimate that approximately three-fourths, or approximately 260 acres of seeded area was lost due to fire, resulting in exposed area that needs reseeding.

2. Definitions:

2.1 Reseeding is comprised of applying required fertilizer formula and hydro mulch/seed formula and erosion control matting where required to ensure soil stabilization and erosion control on the capped landfill surface.

2.2 Act of Nature is an event that is caused solely by the forces of nature without human intervention.

2.3 NSLF Reseeding Map, Attachment 2: Color-Code on Map is defined as:
Color Blue: signifies generalized areas where reseeding is necessary.
Color Green: signifies haul roads that do not require low ground pressure vehicles.
Color Red: signifies berms that may require the installation of erosion matting to ensure vegetation establishment.

2.4 Slurry Mix comprised of: Seed, Mulch, Fertilizer, Lime, and Tackifier that is applied together in a single application, per acre. (Addendum 1)

3. Vendor shall utilize Low Ground Pressure Vehicles only on the landfill surface to prevent damage, and adhere to the stated specifications to pertaining: Fertilizer Formula, Mulch Formula, Seed Formula, Erosion Control Matting, and Blanket Tackifier.

3.1 Low ground pressure vehicles will be required if driving on the surface of the landfill must be 5 psi or lighter. Vehicles driving on haul roads exclusively are not required to be low ground pressure vehicles.

3.2 Fertilizer Formula Specifications: (Reference Addendum 1, - For Contractor Stated Requirements) additional requirements

- Fertilizer shall have the following minimum percentage of plant food by weight:
  - Nitrogen 20%
  - Phosphoric Acid: 10%

- Potash: 10%

3.3 Mulch Formula Specifications: (Reference Addendum 1, - For Contractor Stated Requirements)

Wood Cellulose Fiber Mulch. Should be specially processed wood fiber containing no growth or germination-inhibiting factors, dyed a suitable color to facilitate inspection of material placement, manufactured such that after addition and agitation in slurry tanks with water, material fibers become uniformly suspended to form homogenous slurry, and when hydraulically sprayed on ground, material will allow absorption and percolation of moisture.

3.4 Seed Formula Specifications: (Reference Addendum 1, - For Contractor Stated Requirements)

- Fresh, clean new-crop seed that complies with tolerance for purity and germination established by Official Seed Analysts of North America
- Seeds of Legumes: Inoculated with pure culture of nitrogen-fixing bacteria prepared specifically for legume species in accordance with inoculant manufacturer's instructions
- Seed Mix:
  - Creeping Red Fescue: 15%
  - Hard Fescue: 20%
  - Canada Bluegrass: 15%
  - Annual Ryegrass: 30%
  - Sheep Fescue: 20%

3.5 Erosion Control Matting Specifications: (Reference Addendum 1, - For Contractor Stated Requirements)

Erosion Control Matting will be required on the berms (highlighted in red) where the hydroseed may wash away without additional support.

- Excelsior mat or straw blanket; staples as recommended by matting manufacturer.

3.6 ~~Blanket~~ Tackifier. (Reference Addendum 1, - For Contractor Stated Requirements)

- Derived from natural organic plant sources containing no growth or germination-inhibiting materials
- Capable of hydrating in water, and to readily blend with other slurry materials
- Wood Cellulose Fiber: Add as tracer,

4. COVERAGE REQUIREMENTS (Reference Addendum 1, - For Contractor Stated Requirements)

- For portions of reseeded landfill greater than 10,000 square feet or larger, there shall be:
  - No bare spots larger than 3 square feet
  - Not more than 10% of total area with bare spots larger than 1 square foot

- Not more than 15% of total area with bare spots larger than 6 square inches

5. APPLICATION REQUIREMENTS (Reference Addendum 1, - For Contractor Stated Requirements)

- ~~Perform under favorable weather conditions during seasons that are normal for such work as determined by accepted local practice~~

5.1 ~~Prepare and apply seed mix as follows:~~

- ~~50 # per acre~~
- ~~20-10-10 fertilizer- 650# per acre~~
- ~~Lime 50# per 1,000 square feet~~
- ~~Wood cellulose fiber mulch- as recommended by manufacturer~~

5.2 ~~Mulch:~~

- ~~Apply uniformly on seeded areas. Do not apply mulch on seeded areas that will be immediately covered with erosion control matting.~~
- ~~Should be sufficiently loose to permit penetration of sunlight and air circulation and sufficiently dense to shade ground, reduce evaporation rate, and prevent or materially reduce erosion of the underlying soil~~

5.3 ~~Erosion Control Matting~~

- ~~Place on seeded slopes 3H:V1 and steeper, staple/stake in place and with the appropriate overlap in accordance with manufacturer's instruction.~~

5.4 ~~Tackifier~~

- ~~Apply on mulched areas~~
- ~~Spray on after mulch is in place~~
- ~~Apply in quantities sufficient to equal retention properties of a CSS-1 asphalt emulsion being applied at a rate of 400 gallons per acre.~~

6. GUARANTEE (Reference Addendum 1)

~~6.1~~ ~~Contractor shall guarantee all work, labor and materials for a six (6) month period after the final acceptance of reseeding. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defects at its sole expense. This guarantee shall not apply to Work, which has been abused by the City, or Acts of Nature.~~

The guarantee period is to ensure the reseeding conducted by Contractor brings the Northside Landfill back to pre-fire conditions.

7. Quantities when used are for estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Payment would only be made for actual services performed and accepted as per contract rates.

8. Resulting Contract would be for a not exceed amount. The City shall issue payment(s) in the applicable amount(s) set forth in resulting contract per awarded Contractor's unit bid pricing, for actual services requested, performed and accepted.

ATTACHMENTS

~~Bid Form pages 10-13 (**Must Be Completed**)~~ (Reference Addendum 1, that replaced Pages 10- 13)
Terms and Conditions, Attachment 1 (Pages 14-17)
Northside Landfill (NSLF) Map, Attachment 2 Map (Page 18)

REFERENCE ADDENDUM 1, THAT REPLACES PAGES 10-13

~~These Next Three Pages (Pages 10-13) Comprising Bid Proposal Must be COMPLETED ENTIRELY and returned with bid response.~~

BID PROPOSAL. (Reference Addendum 1)

To: City of Spokane, Purchasing Center

PROJECT: 54921-WTEF NSLF, **Reseeding Northside Landfill - Prevailing Wages – Unit Price**

~~PAYMENTS. Contractor shall a contract for not-to-exceed amount. Payment(s) would only be made for actual services requested, performed and accepted, per contract amount(s) set forth in resulting contract per awarded Vendor's unit pricing, Vendor's prices shall remain firm through May 31, 2027..~~

~~QUANTITIES: Are for estimates only and are not to be construed as firm or guaranteed. Quantities are estimates. Quantities shall be bid on a more or less basis. Actual usage may be more or less.~~

~~PRICING. Bidder acknowledges its unit pricing includes ALL expenses with regard to Services. No other costs will be allowed later, if not listed.~~

~~SALES TAX. The City will apply applicable tax to Bidder's response when tabulating bids. Bidders 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 will be tabulated with the applicable sales.~~

~~BIDDER'S DECLARATION. The undersigned bidder certifies that it has read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid it has acknowledged all bid requirements, terms & conditions and signed all certificates contained herein.~~

~~BID OFFER. The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the services at the following unit prices:~~

~~Contractor To Define What Constitutes "Straight Time":~~	-			
~~Reseeding Requirement~~	**~~Estimated Quantities of Acres, more or less~~**	**~~All-Inclusive Price per Acre~~**	**~~Estimated Extended Total Cost~~**	**~~Estimated Number of Days to Complete~~**
~~All-inclusive Cost To Provide and Apply Specified Fertilizer per acre during Contractors normal operating hours.~~	~~260~~	~~$~~	~~$~~	~~_____ Days~~
~~All-inclusive Cost To Provide and Apply Specified Mulch Formula per acre during Contractors normal operating hours.~~	~~260~~	~~$~~	~~$~~	~~_____ Days~~
~~All-inclusive Cost To Provide and Apply Specified Seed Formula per acre during Contractors normal operating hours.~~	~~260~~	~~$~~	~~$~~	~~_____ Days~~
~~Erosion Control Matting~~	**~~Estimated Quantities of Lineal Feet, more or less~~**	**~~All-Inclusive Price per Lineal Foot~~**	**~~Estimated Extended Total Cost~~**	**~~Estimated Number of Days to Complete~~**
~~All-inclusive Cost To Provide and Apply Erosion Control Matting~~	~~18,000~~	~~$~~	~~$~~	~~_____ Days~~
~~All-inclusive Cost to Provide and Apply Blanket Tackifier~~	**~~Estimated Gallons Required Based on 400 Gallons Per Acre (estimated acres 260 times 400 gallons per acre) equates to 104,000~~**	**~~All-Inclusive Price per Gallon~~**	**~~Estimated Extended Total Cost~~**	**~~Estimated Number of Days to Complete~~**

	~~gallons, more or less~~			
~~All-inclusive Cost To Provide and Apply Erosion Control Matting~~	~~104,000~~	~~$~~	~~$~~	~~_____ Days~~
~~**SUBTOTAL EXTENDED COST (Comprised of estimated Extended Total Costs for: Mulching Requirement, Seeding Requirement, Fertilizer Requirement, Erosion Control Matting Requirement, and Blanket Tackifier**~~			~~$~~	
~~**TAX (Tax Rate of 9.1%)**~~			~~$~~	
~~**OVERALL ESTIMATED EXTENDED COST (Comprised of SUBTOTAL EXTENDED COST plus TAX)**~~			~~$~~	
-				
~~**List Any Other Related Cost That Could Be Incurred Not Listed Above and Frequency That Could Be Incurred. If Not Listed Would Not Be Authorized Later.**~~				
~~**COST TYPE**~~	~~**Enter FREQUENCY OF OCCURANCE That Could Be Incurred**~~		~~**COST**~~	~~**EXTENDED COST**~~
	~~$~~		~~$~~	~~$~~

	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$

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

~~CONTRACT COMPLETION TIME.~~
~~The bidder must adhere to the City's outage schedule.~~

~~LIQUIDATED DAMAGES.~~
~~In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of~~ **~~Zero Dollars ($0.00) LARS~~** ~~per working day until the work is satisfactorily completed.~~

~~BIDDER RESPONSIBILITY.~~

~~Washington State Contractor's License Number _____~~

~~Washington Unified Business Identifier (UBI) number _____~~

Washington Employment Security Department Number _____

Washington Excise Tax Registration Number _____

City of Spokane Business License Number _____

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

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

The undersigned Bidder hereby certifies that as of July 1, 2019, Contractor has fulfilled training requirement or is exempt from L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Name of Bidder: _____

_____
Signature of Bidder's Authorized Representative

Printed Name _____

_____
Title _____

_____
Email *Address* _____

Phone _____

ATTACHMENT 1
TERMS AND CONDITIONS

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in response to this procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

5. COSTS TO PROPOSE
The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ.

6. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION
The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

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

8. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)
Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Firm shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Firm in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Firm shall comply with the provisions of Chapter 49.60 RCW in all activities relating to any Contract/Grant Agreement.

9. COMPOST POLICY
All projects that include design services for a) landscaping, b) construction & postconstruction soil amendments, c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and d) Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both, shall plan for the use of compost in these projects to the maximum extent economically feasible to meet the requirements established in RCW 43.19A.120.

10. PAYMENT
Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. 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.

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

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

13. TERMINATION
A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings, and other

products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

14. . CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, 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.

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.

15. LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

16. INSURANCE COVERAGE

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. Workers' Compensation Insurance in compliance with RCW 51, which requires subject employers to provide Worker's Compensation coverage for all their subject workers and Employers Liability Insurance (Stop Gap) in the amount of $1,000,000.
Note: Workers Compensation may not be listed on the COI since WA businesses are required to obtain through L & I. Employers Liability or Stop Gap is separate coverage and can be found under the GL or in the Workers Compensation section on COI.

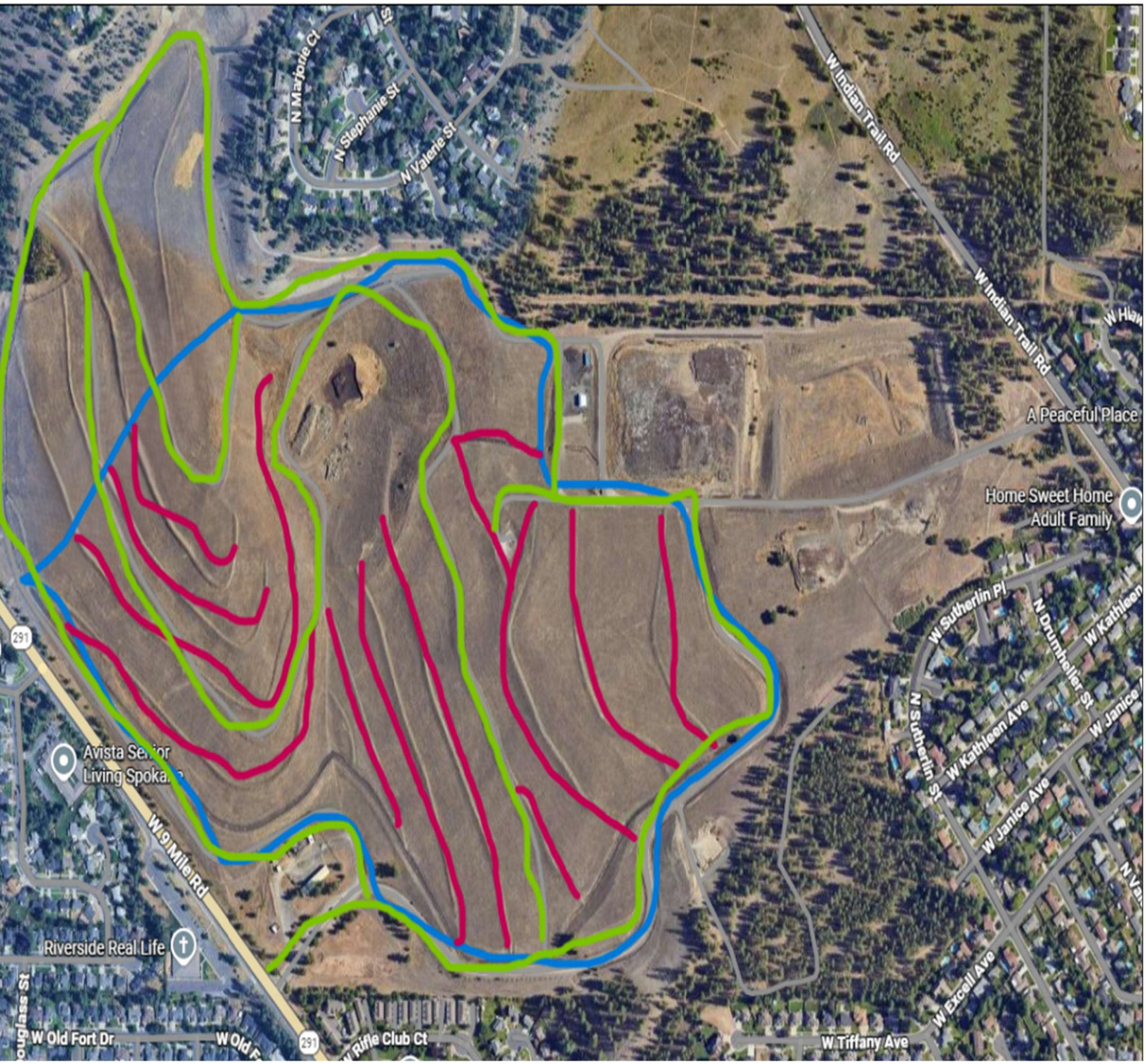
B. General Liability Insurance on an occurrence basis, of not less than $1,000,000 each occurrence/
$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.

i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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 as applicable.

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

ATTACHMENT 2, NSLF Map


N Marjorie Ct
N Stephanie St
N Valerie St
W Indian Trail Rd
W Indian Trail Rd
A Peaceful Place
Home Sweet Home
Adult Family
W Sutherlin Pl
N Drumheller St
W Kathleen
N Sutherlin St
W Kathleen Ave
W Janice
W Janice Ave
W Excell Ave
Avista Senior
Living Spokane
W 9 Mile Rd
Riverside Real Life
W Old Fort Dr
W Old F
Rifle Club Ct
W Tiffany Ave
231
231

SSEC·APEX
SUSTAINABILITY AT WORK

Office: 208-618-3385

Erosion Control Submittals

PROJECT : City of Spokane Northside Landfill 13-Aug-26

CONTRACTOR: City of Spokane

Submittal Item No. 1

Bid Item

Seed	Granite Seed	Seed Mix
Page 2	Product Data Sheet	

Submittal Item No. 2

Bid Item

Mulch	Hamilton Manufacturing Inc.	Natures Own Mulch (Black Label)
Page 3-4	Product Data Sheet	

Submittal Item No. 3

Bid Item

Tackifier	Hamilton Manufacturing Inc.	Triple Tac
Page 5-6	Product Data Sheet	

Submittal Item No. 4

Bid Item

Fertilzer	Two Rivers	46-0-0
Page 7	Product Data Sheet	

Submittal Item No. 5

Bid Ite

Fertilzer	Wilbur-Ellis	16-16-16
Page 8-10	Product Data Sheet	

Submittal Item No. 6

Bid Item

Blanket	Rollmax	Vmax C-350 Turf Reinforcement Mat
Page 11-12	Product Data Sheet	

Submittal Item No. 7

Bid Item

Soil Amendments	Pro-Pell	Lime
Page 13	Product Data Sheet	

naturesown mulch

A wood cellulose fiber mulch manufactured from clean recycled newspaper creating an environmental friendly media for all types of erosion control and planting projects. The surface area of the paper allows for even product distribution while creating a stabile matrix for protected seed growth. NaturesOwn mulch works best with NaturesOwn Triple Tac Tackifier, which is a leading tackifier in the industry.

NaturesOwn
We've Got You Covered

ADVANTAGES

- Works in all hydro-seeding equipment
- Gives you 20% more loading capacity than wood mulch
- Fast to load from easy to handle bales
- Mixes easily with water and virtually eliminates clogs or plugging
- Flows smoothly and gives you uniform distribution

APPLICATIONS

- Hydro-Seeding
- Strawtacking

TYPICAL PROJECTS

- Highways
- Golf Courses
- Reclamation
- Residential and Commercial Landscaping

product specifications

Packaging: 50 lb bales		
Shipment: 2250 lb pallet		
Typical Application Rate:	Hydro-Seeding:	
	Mod. to 3:1	1500 lb/acre
	3:1 to 2:1	2000 lb/acre
	Greater than 2:1	2500 lb/acre
	Strawtacking: 750 lb/acre	

PHYSICAL PROPERTIES

Water Holding Capacity >1000%
Moisture Content 12% +/- 3
Organic Matter >93%
Ash Content <7%
pH Range 6.9 +/- 2

Distributed by:

hmi
We've Got You Covered

Hamilton Manufacturing Co., Inc.
901 Russet Street, Twin Falls, Idaho 83301 USA
208-733-9689 Fax 208-733-9447 E-mail info@hmi-mfg.com
http://www.hmi-mfg.com/

Printed on recycled stock

Call us at 208-733-9689 (US Customers)
Ask about our hydro-seeding equipment and our product guarantee

www.hmi-mfg.com

NaturesOwn
We've Got You Covered

APPLICATION RATES *50 lb bags*

SLOPE	RECOMMENDED RATE	TANK SIZE	MULCH		COVERAGE			
		gal/liters	lbs	no. of bags	acres	hectares	ft^2	m^2
Moderate to 3:1 slope	1500 lbs per acre or 30 bags per acre	3000/11355.6	1500	30	1.00	0.4	43560	3920
		2500/9463	1250	25	0.83	0.33	36300	3267
		1000/3785.2	500	10	0.33	0.13	14520	1307
		500/1892.6	250	5				
3:1 to 2:1 slope	2000 lbs per acre or 40 bags per acre	3000/11355.6	1500	30	0.75	0.3	32670	2940
		2500/9463	1250	25	0.63	0.25	27225	2450
		1000/3785.2	500	10	0.25	0.05	10890	980
		500/1892.6	250	5	0.13	0.01	5445	490
Greater than 2:1 slope	2500 lbs per acre or 50 bags per acre	3000/11355.6	1500	30	0.6	0.24	26130	2352
		2500/9463	1250	25	0.5	0.2	21775	1960
		1000/3785.2	500	10	0.2	0.08	8710	784
		500/1892.6	250	5	0.1	0.04	4355	392

MULCH MIXING RATIO

Mixing Ratio for NaturesOwn Mulch (50 lb bags): 2 parts water: 1 part Mulch

Example:
100 gallons water: 1 (one) 50 lb bag NaturesOwn Mulch
700 gallons water: 7 (seven) 50 lb bags NaturesOwn Mulch

MIXING INSTRUCTIONS

After the tank is 1/3 full of water add seed and amendments; mix well. Continue filling tank with water and add mulch; mix well. If using compost stop adding water 2/3 full and then mix compost. Finish by filling with water.

hmi
We've Got You Covered

Printed on recycled stock

naturesown triple tac

An organic tackifier that disperses rapidly in cold water and cures immediately after application to form a strong bond to the soil and mulch to protect against erosion as well as seed

NaturesOwn
We've Got You Covered

ADVANTAGES

- Drys rapidly
- Reduces evaporation and nutrient leaching
- Protects against soil erosion
- Mixes easily with water and prevents plugging
- Safe for plants, animals, and humans

APPLICATIONS

- Hydro-Seeding
- Soil Binding
- Erosion Control

TYPICAL PROJECTS

- Highways
- Hillsides
- Reclamation
- Golf Courses

product specifications

Packaging: 8 lb, 25 lb, 50 lb bags

Shipment: varies

Typical Application Rate:

Hydro-Seeding Triple Tac:

Mod. to 6:1	20 lb/acre
4:1 to 2:1	30 lb/acre
Greater than 1:1	60 lb/acre

Strawtacking:
50 lb III tac/200 lb fiber/1000 gall water/acre

PHYSICAL PROPERTIES

Organic Corresponding Polysaccharides
Guar Gum

Distributed by:

hmi
We've Got You Covered

Hamilton Manufacturing Co., Inc.
901 Russet Street, Twin Falls, Idaho 83301 USA
208-733-9689 Fax 208-733-9447 E-mail info@hmi-mfg.com
http://www.hmi-mfg.com/

Printed on recycled stock

Call us at 208-733-9689
Ask about our hydro-seeding equipment and our product guarantee

www.hmi-mfg.com

NaturesOwn
We've Got You Covered

APPLICATION RATES *50 lb bags*

SLOPE	RECOMMENDED RATE	TANK SIZE	MULCH		TRIPLE TAC	COVERAGE			
		gal/liters	lbs	no. of bags	lbs	acres	hectares	ft^2	m^2
Moderate 6:1 to 5:1 Slope	20 lbs per acre	3000/11355.6	1500	30	20/9.1	1.00	0.4	43560	3920
		2500/9463	1250	25	16.6/7.5	0.83	0.33	36300	3267
		1000/3785.2	500	10	6.6/3	0.33	0.13	14520	1307
		500/1892.6	250	5	3.4/1.5	0.17	0.07	7260	653
4:1 to 2:1 slope	30-50 lbs per acre	3000/11355.6	1500	30	30/13.6	0.75	0.3	32670	2940
		2500/9463	1250	25	18.9/8.6	0.63	0.25	27225	2450
		1000/3785.2	500	10	7.5/3.4	0.25	0.1	10890	980
		500/1892.6	250	5	3.9/1.8	0.13	0.05	5445	490
Greater than 1:1 Slope	60 lbs per acre	3000/11355.6	1500	30	36/16.4	0.6	0.24	26130	2352
		2500/9463	1250	25	30/13.6	0.5	0.2	21775	1960
		1000/3785.2	500	10	12/5.5	0.2	0.08	8710	784
		500/1892.6	250	5	6/2.7	0.1	0.04	4355	392

MULCH MIXING RATIO

Mixing Ratio for NaturesOwn Mulch (50 lb bags): 2 parts water: 1 part Mulch

Example:
100 gallons water: 1 (one) 50 lb bag NaturesOwn Mulch
700 gallons water: 7 (seven) 50 lb bags NaturesOwn Mulch

MIXING INSTRUCTIONS

After the tank is 1/3 full of water add NaturesOwn Polyfibers, seed, amendments, and NaturesOwn Mulch after throughly mixed continue filling and add tackifiers as well as the compost if needed to the slurry

hmi
We've Got You Covered

Printed on recycled stock

Two Rivers Terminal

PO Box 2327
Pasco, WA 99302
Ph: (509) 547-7776

46-0-0

Urea

Guaranteed Analysis

Total Nitrogen (N).....46.00 %
46.00% Urea Nitrogen

Derived from: Urea

Physical Characteristics

Lbs. of Nutrients/Ton.....920
Color.....White
Bulk Density.....46-48 lbs per cubic foot
Solubility in Water.....100%
Size Guide Number (SGN).....220-260

Information regarding the contents and levels of metals in this product is available on the internet at:
http://www.aapfco.org/metals.htm

NET BULK WEIGHT: SEE ATTCHED SCALE TICKET

Distributed By:	Two Rivers Terminal, LLC PO Box 2327 Pasco, WA 99302 Ph: (509) 547-7776

PERFECTION®
TRIPLE START™ 16-16-16

GUARANTEED ANALYSIS

Total Nitrogen (N) 16.00%
9.30% Ammoniacal Nitrogen
6.70% Urea Nitrogen
Available Phosphate (P_2O_5) 16.00%
Soluble Potash (K_2O).....16.00%
Sulfur (S) 6.90%
6.90% Combined Sulfur (S)

Derived from Ammonium Sulfate, Monoammonium Phosphate, Urea, and Muriate of Potash.

F2544

DESCRIPTION

PERFECTION® TRIPLE START™ is an all-purpose starter or general use fertilizer.

BENEFITS

- Use for turf, garden and flower fertility.
- High phosphorus and potash that may aid in root and bloom development.
- Ammonium sulfate nitrogen for high sulfur analysis.

DIRECTIONS FOR USE

APPLICATION INSTRUCTIONS

- For professional use on residential and commercial landscapes, golf courses, athletic fields, parks and sod farms.
- For best performance, apply to dry turfgrass and water after application.
- Do not apply directly to an impervious surface or to frozen ground.
- Keep away from pools, ponds and any bodies of water. Do not contaminate potable water.
- Keep off unwanted areas such as sidewalks, patios, fences, and painted areas. Sweep or blow any residual material on to treated areas after application.

RATE RECOMMENDATIONS

Use Sites		Nitrogen Rate / 1,000 sq. ft.	Amount of Product per 1,000 sq. ft.	Amount of Product per 100 sq. ft.	50 lb Bag Coverage (sq. ft.)
Turfgrass	Low	0.5 lb	3.13 lb		15,980
	Recommended	**1 lb**	**6.26 lb**		**7,987**
	High	1.5 lb	9.39 lb		5,325
Hydro-Seeding	**Recommended**	**1 lb**	**6.26 lb**		**7,987**
	High	1.5 lb	9.39 lb		5,325
Ornamentals	**Recommended**	**1 lb**	**6.26 lb**	**10 oz**	**10,000**

SHRUBS AND EVERGREENS: Sprinkle ¼ cup evenly around dripline of plant and work into top 1 inch of soil.

TREES: Apply ½ lb per 1 inch of trunk diameter. Distribute evenly under branches out to dripline.

SPREADER SETTINGS (Based on 6.26 lb/1,000 sq. ft.)

AccuPro® 2000.....N½ (*12 ft. spread width*)
Lesco Commercial.....17½ (*10 ft. spread width*)
CBR II ..... 6¾ (*10 ft. spread width*)
EarthWay® ..... 17 (*12 ft. spread width*)
Spyker® 7622 ..... 5.3 (*12 ft. spread width*)

Spreader settings are guidelines only. Spreaders should be checked for accuracy.

PRECAUTIONARY STATEMENTS

KEEP OUT OF REACH OF CHILDREN

Based on currently available data, this product is not classified as a GHS hazardous substance. However, observe good industrial hygiene practices. Wash hands after handling. Refer to the Safety Data Sheet if first aid instructions are needed.

STORAGE AND DISPOSAL: Do not contaminate water, food or feed by storage, disposal or cleaning of equipment. Store in original container only and keep tightly sealed when not in use. Store away from incompatible materials. Dispose of contents/container in accordance with federal, state and local regulations.

Information regarding the contents and levels of metals in this product is available on the Internet at http://www.aapfco.org/metals.html

⚠ **WARNING:** Cancer and Reproductive Harm
www.P65Warnings.ca.gov

CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY

NOTICE: Read the entire Directions for Use and Conditions of Sale and Limitation of Warranty and Liability before buying or using the product. If the terms are not acceptable, return the product at once, unopened, and the purchase price will be refunded.

The Directions for Use of the product should be followed carefully. It is impossible to eliminate all risks inherently associated with the use of this product. Crop injury, ineffectiveness, or other unintended consequences may result because of many different factors including, without limitation, manner of use or application, weather, combination with other products, or crop conditions. All such risks shall be assumed by Buyer and User, and Buyer and User agree to hold Manufacturer and Seller harmless from any claims relating to such factors.

Seller warrants that this product conforms to the chemical description on the label. EXCEPT FOR THIS WARRANTY, THE PRODUCT IS FURNISHED "AS-IS," AND NEITHER SELLER NOR MANUFACTURER MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTION, PURCHASE OR USE OF THIS PRODUCT; SELLER AND MANUFACTURER SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Buyer and User accept all risks arising from any use of this product, including without limitation uses contrary to label instructions, under abnormal conditions, or under conditions not reasonably foreseeable to (or beyond the control of) Seller or Manufacturer.

To the extent permitted by law, neither Manufacturer nor Seller shall be liable for any incidental, consequential or special damages resulting from the use or handling of this product. THE EXCLUSIVE REMEDY OF THE BUYER OR USER, AND THE EXCLUSIVE LIABILITY OF MANUFACTURER AND SELLER, FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, SHALL BE THE RETURN OF THE PURCHASE PRICE OF THIS PRODUCT, OR, AT THE ELECTION OF MANUFACTURER OR SELLER, THE REPLACEMENT OF THE PRODUCT.

These Conditions of Sale and Limitation of Warranty and Liability shall be interpreted in accordance with the laws of the State of California, excluding its conflicts of laws rules, and may not be amended by any oral or written agreement.

WILBUR-ELLIS logo and PERFECTION are registered trademarks, and PERFECTION logo and TRIPLE START are trademarks of Wilbur-Ellis Company LLC. AccuPro is a registered trademark of The Broyhill Company. EarthWay is a registered trademark of EarthWay Products, Inc. Spyker is a registered trademark of Brinly-Hardy Company.

Guaranteed by:
WILBUR-ELLIS COMPANY LLC
3300 South Parker Road, Suite 500
Aurora, CO 80014 (720) 306-6340

WILBUR-ELLIS.

NET WEIGHT: 50 POUNDS (22.68 kg)

2021-0208

Fertilizer Calculator
N-P_2O_5-K_2O
R. Hitchcock and D. E. Kissel

The University of Georgia Fertilizer Calculator was developed to assist users whose fertilizer needs require adjustment from the standard soil test recommendation due to a change in units, availability of fertilizer products, and/or a difference in land size. The calculator ranks various fertilizer combinations, with the best getting the highest score.

You can use it to:

- Calculate the weight of fertilizer materials to supply the amounts of N, P_2O_5, K_2O recommended by a soil test report.
- Select recommendations in pounds per acre that are typical of agronomic crop recommendations or in pounds per 1000 square feet that are typical of homeowners reports such as for a home lawn.
- Select fertilizer grades different from those given in the recommendation. This is useful when the fertilizer grades in the test report are not available locally.
- Calculate the area of a garden or lawn given the dimensions and shape of the area to be fertilized.
- Calculate fertilizer costs.

Before blending fertilizers, check a compatibility list to ensure they can be blended safely.

How to use the calculator

Use this calculator to ...

Convert fertilizer recommendations between pounds per acre and pounds per square feet.

List alternative recommendations when fertilizer grades are not available.

Get recommendations based on the specific area to be fertilized.

Calculate fertilizer costs.

Options

Show top 10 scores

Show scores of 0 or higher

☐ Include sulfur

Max grades to use in recommendation: 3

Round recs to the nearest: Tenth

English units

Step 1. Enter fertilizer requirements

Fertilizer recommendations are given in:

- ○ pounds per acre
- ◉ a specific grade (such as 10-10-10)

Recommendation from soil test report:

15 pounds of 20-10-10 per 1000 square feet

Example: 5 pounds of 10-10-10 per 1000 square feet

Application:

pounds per 1 acre Calculate area

Recommendation, lbs per acre basis		
Nitrogen (N)	130.68	lbs/acre
Phosphate (P_2O_5)	65.34	lbs/acre
Potash (K_2O)	65.34	lbs/acre

Step 2. Select available grades

Choose from the list of commonly-available grades below, or add your own in N-P_2O_5-K_2O format.

Show grades for: ◉ Lawns and Gardens ○ Farm use

☐ 29-0-5	☐ 5-5-5 plant food	☐ 15-0-15
☐ 18-24-6	☐ 0-10-10	☐ 6-2-1 cottonseed meal
☐ 10-10-10	☐ 5-5-3	☐ 13-0-0 blood meal
☐ 14-7-7	☐ 4-5-3 tomato veg food	☐ 3-4-4 garden tone
☐ 10-5-4	☐ 7-3-3	☐ 6-8-0 bone meal
☐ 32-0-8	☐ 4-6-2	☐ 12-0-0 blood meal
☐ 1-15-0 bone meal	☐ 18-0-3	☐ 9-23-30
☐ 7-2-2	☐ 10-0-6	☐ 0-1-3 wood ash
☐ 5-6-3	☐ 4-3-4	

Select all Clear all

You can add your own grades and fertilizer costs below:

Fertilizer grades (N-P_2O_5-K_2O)	$ Cost per pound
16-16-16	
46-0-0	

Fertilizer recommendations based on available grades, application rate, and area

Nutrients supplied				Nutrients surplus or deficit				
N	P	K	S	N	P	K	S	Score
Recommendation: **408.4** pounds of **16-16-16** plus **142.0** pounds of **46-0-0** per 1 acre								
130.68	65.34	65.34		0.00	0.00	0.00		100
Recommendation: **408.4** pounds of **16-16-16** per 1 acre *More nitrogen needed.*								
65.34	65.34	65.34		65.34	0.00	0.00		93
Recommendation: **816.8** pounds of **16-16-16** per 1 acre								
130.68	130.68	130.68		0.00	65.34	65.34		80
Recommendation: **284.1** pounds of **46-0-0** per 1 acre *More phosphorus and potassium needed.*								
130.68	0.00	0.00		0.00	65.34	65.34		50

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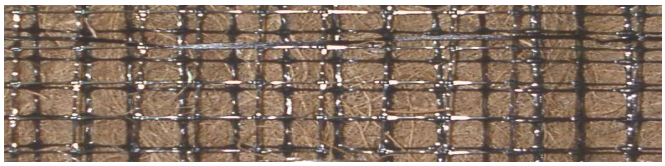
© University of Georgia, Athens, GA 30602
706-542-3000

ROLLMAX™
ROLLED EROSION CONTROL

Specification Sheet
VMax® C350® Turf Reinforcement Mat



DESCRIPTION

The composite turf reinforcement mat (C-TRM) shall be a machine-produced mat of 100% coconut fiber matrix incorporated into permanent three-dimensional turf reinforcement matting. The matrix shall be evenly distributed across the entire width of the matting and stitch bonded between super heavy duty UV-stabilized nettings with 0.50 x 0.50 in. (1.27 x 1.27 cm) openings, an ultra heavy duty UV-stabilized, dramatically corrugated (crimped) intermediate netting with 0.5 x 0.5 in. (1.27 x 1.27 cm) openings, and covered by a super heavy duty UV-stabilized nettings with 0.50 x 0.50 in. (1.27 x 1.27 cm) openings. The middle corrugated netting shall form prominent closely spaced ridges across the entire width of the mat. The three nettings shall be stitched together on 1.50 in. (3.81 cm) centers with UV-stabilized polypropylene thread to form permanent three-dimensional turf reinforcement matting. All mats shall be manufactured with colored thread stitched along both outer edges as an overlap guide for adjacent mats.

The C350 shall meet Type 5A, B and C specification requirements established by the Erosion Control Technology Council (ECTC) and Federal Highway Administration's (FHWA) *FP-03 Section 713.18*.

Material Content		
Matrix	100% Coconut Fiber	0.5 lb/sy (0.27 kg/sm)
Netting	Top and Bottom, UV-Stabilized Polypropylene	8 lb/1000 sf (3.91 kg/100 sm)
	Middle, Corrugated UV-Stabilized Polypropylene	24 lb/1000 sf (11.7 kg/100 sm)
Thread	Polypropylene, UV Stable	

Standard Roll Sizes		
Width	6.5 ft (2.0 m)	8 ft (2.44 m)
Length	55.5 ft (16.9 m)	90 ft (27.4 m)
Weight ± 10%	37 lbs (16.8 kg)	74 lbs (33.6 kg)
Thread	40 sy (33.4 sm)	80 sy (66.8 sm)

Index Property	Test Method	Typical
Thickness	ASTM D6525	0.73 in. (18.54 mm)
Resiliency	ASTM D6524	90%
Density	ASTM D792	0.917 g/cm^3
Mass/Unit Area	ASTM D6566	18.36 oz/sy (624 g/sm)
UV Stability	ASTM D4355/ 1000 HR	86%
Porosity	ECTC Guidelines	99%
Stiffness	ASTM D1388	0.24 in.-lb (275990 mg-cm)
Light Penetration	ASTM D6567	7.2%
Tensile Strength – MD	ASTM D6818	585.8 lbs/ft (8.70 kN/m)
Elongation – MD	ASTM D6818	45.3%
Tensile Strength – TD	ASTM D6818	687.6 lbs/ft (10.20 kN/m)
Elongation – TD	ASTM D6818	19.5%
Biomass Improvement	ASTM D7322	380%

Design Permissible Shear Stress		
	Short Duration	**Long Duration**
Phase 1 Unvegetated	3.2 psf (153 Pa)	3.0 psf (144 Pa)
Phase 2 Partially Veg.	10.0 psf (480 Pa)	10.0 psf (480 Pa)
Phase 3 Fully Veg.	12.0 psf (576 Pa)	10.0 psf (480 Pa)
Unvegetated Velocity	10.5 fps (3.2 m/s)	
Vegetated Velocity	20 fps (6.0 m/s)	

Slope Design Data: C Factors			
	Slope Gradients (S)		
Slope Length (L)	≤ 3:1	3:1 – 2:1	≥ 2:1
≤ 20 ft (6 m)	0.0005	0.015	0.043
20-50 ft	0.018	0.031	0.050
≥ 50 ft (15.2 m)	0.035	0.047	0.057

Roughness Coefficients – Unveg.	
Flow Depth	Manning's n
≤ 0.50 ft (0.15 m)	0.041
0.50 – 2.0 ft	0.040-0.013
≥ 2.0 ft (0.60 m)	0.012

Western Green
4609 E. Boonville-New Harmony Rd.
Evansville, IN 47725

nagreen.com
800-772-2040

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PRO-PELL-IT!
Propel Your Soil

PELLETIZED DOLOMITE

Guaranteed Analysis

Calcium (Ca)..... 23.50%

Magnesium (Mg)…….....9.50%

Calcium Carbonate (CaCO3)……....49.82%

Magnesium Carbonate (MgCO3)…..... 32.94%

Calcium Carbonate Equivalent (CCE)....98.27%

Lime Score (Oregon) ……...95

Screen Analysis Before Granulating:

Passing 10-Mesh Sieve…...100%

Passing 20-Mesh Sieve…...100%

Passing 40-Mesh Sieve…...98.5%

Passing 60-Mesh Sieve…..96.9%

Passing 100-Mesh Sieve….94.8%

Derived from Calcium Carbonate and Magnesium Carbonate.

ALSO CONTAINS NON-PLANT FOOD INGREDIENT:
2% Lignosulfonate (binder)

Information regarding the contents and levels of metals in this product is available on the internet at http://www.aapfco.org/metals.htm

Per Pound

Marion Ag Service, Inc. 18745 Butteville Rd., Aurora, OR 97002

EMERGENCY NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

CITY OF SPOKANE
808 W Spokane Falls Blvd
Spokane WA 99201

Date of Emergency: 8/1/26

Department: Solid Waste

Department Contact Person: Jennifer Lennon

Location of Emergency: North Side Landfill

Estimated amount of this purchase: $ 1,331,000

Requested Vendor: SSEC APEX INC

Is an existing vendor? yes ☑ no ☐ if no fill out the following

Vendor's Address: P.O. Box 279, Rathdrum, ID 83858

Vendor Contact (name, email, phone): Andy Rewinkle andy@ssecapex.com

Please answer the following questions in order to document and justify the existence of public exigency or emergency that supports approving an exemption to competitive procurement requirements.

If Council approval of emergency is required then an accompanying resolution must be created and presented to City Council per City Council rules.

Approved emergency exemptions satisfy the procurement requirements, all other statutory requirements must be met (business license, insurance, contract, etc.)

Confirm the City standard terms and conditions for the defined scope of work has been submitted to the requested vendor to ensure compliance with applicable statutes and policies.

If the vendor has already provided a bid/proposal include that with your completed justification form.

1. Scope of Work: Provide a description of the product or service being procured.

   Provide emergency erosion stabilization and reseeding services at the North Side Landfill following extensive wildfire damage. Approximately 70–75% of the site's vegetative cover was damaged or destroyed. Work may include site preparation, application of an appropriate seed mixture, mulch or hydromulch, tackifier, soil amendments, and other immediately necessary erosion-control measures. The contractor will provide all labor, equipment, materials, mobilization, and documentation required to complete the work.

2. Explain why a noncompetitive procurement is necessary, the justification should explain the nature of the public exigency or emergency, including specific conditions and circumstances that clearly illustrate why procurement other than through noncompetitive proposals would cause unacceptable delay in addressing the public exigency or emergency.

   Noncompetitive procurement is necessary because the wildfire destroyed much of the landfill's vegetative cover, leaving the soil and landfill cover system exposed to erosion. Significant rainfall or other inclement weather could cause erosion, damage the landfill cover, create runoff and environmental concerns (potentially resulting in permit violations), and substantially increase restoration costs. The City is already into August and has a limited seasonal window to complete reseeding before fall weather arrives. A standard competitive solicitation would cause an unacceptable delay and could prevent the work from being completed in time for the seed to establish. The City therefore needs to engage a qualified contractor that can obtain the necessary materials and mobilize quickly. Pricing and all procurement records will be documented to confirm that the cost is reasonable.

3. How long do you anticipate the exigency or emergency circumstances will continue?

   The emergency conditions are expected to continue until the exposed landfill cover has been stabilized and the reseeding and erosion-control measures have been installed, returning the landfill cap to its pre-fire condition. A contractor guarantee has been included in the bid language to ensure that the contractor is able to repair any hydroseeded areas that do not germinate as expected or that wash away due to installation error. The initial period of work is anticipated to take 30-60 days depending on contractor availability, site conditions, and weather, and the guarantee will extend through April 30, 2027 to ensure that the landfill cap has been sufficiently restored to pre-fire condition.

4. How long will the proposed contract be used for the defined scope of work?
   If the duration is greater than the expected duration of the emergency (e.g. ongoing maintenance and monitoring after a repair) What is the impact should the additional contract duration be denied?

   The proposed contract will be used only for the immediate stabilization and reseeding work and is expected to remain in effect for approximately 60–252 days. The additional time allows for mobilization, completion of the work, initial establishment, inspection, and correction of any areas where the erosion-control measures fail. The initial work must be completed within the next 30-60 days in order to establish vegetative cover and erosion control prior to the rainy season, and the contractor guarantee must extend through the following spring to ensure that stand failure or washout did not occur over the winter. If the additional contract duration is denied, the City may be unable to confirm that the emergency stabilization measures are functioning properly or require the contractor to correct failed areas, resulting in significant additional costs to the City to restore the landfill cap to its pre-fire condition. Any long-term maintenance or unrelated improvements will be procured separately.

5. Describe any known conflicts of interest and any efforts that were made to identify possible conflicts of interest before the noncompetitive procurement occurred. If a conflict of interest is unavoidable, such as due to exigent/emergency circumstances, explain how it was unavoidable and any steps taken to address the impact of that conflict of interest.

   No known conflicts of interest have been identified. City staff will review the proposed contractor and procurement documentation for any actual or potential conflicts before authorization. No City employee involved in the selection is expected to have a financial or personal interest in the contractor. Any conflict identified during the process will be disclosed and addressed in accordance with City policy before work proceeds.

My department's recommendation for noncompetitive procurement is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to select the vendor for this emergency purchase.

Michelle Dorgan Digitally signed by Michelle Dorgan Date: 2026.08.07 11:13:52 -07'00' 8/7/26

Signature of Requestor Date
(Must be an authorized Department Buyer)

Trace Bradburn Digitally signed by Trace Bradburn Date: 2026.08.06 07:21:15 -07'00' 8/6/26

Signature of Department Head or Designee Date

Jason Nechanicky Digitally signed by Jason Nechanicky Date: 2026.08.06 13:59:12 -07'00' 8/6/26

Approval by Purchasing Date

Approval by Grants Management Date
(Required for grant funded purchases)

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: SSEC APEX, INC.

Business name: SSEC APEX INC

Entity type: Profit Corporation

UBI #: 604-539-818

Business ID: 001

Location ID: 0001

Location: Active

Location address: 26469 W HIGHWAY 53
HAUSER ID 83854-4592

Mailing address: PO BOX 279
RATHDRUM ID 83858-0279

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Dec-31-2026	Dec-11-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BRANDON, COPPEDGE STEVEN	
REWINKLE, ANDREW STEVEN	President
ROBERTSON, TREVOR SCOTT	

Registered Trade Names

Registered trade names	Status	First issued
SSEC APEX INC	Active	Dec-11-2019

The Business Lookup information is updated nightly. Search date and time: 9/1/2026 9:25:00 AM

Contact us

How are we doing?
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Don't see what you expected?
Check if your browser is supported

Client#: 200176 SSECAPEX

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/03/2026

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

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

PRODUCER
Propel Insurance
601 Union Street; Suite 3400
COM Construction
Seattle, WA 98101-1371

CONTACT NAME: Sarah R Cerroni
PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866 577-1326
E-MAIL ADDRESS: Sarah.Cerroni@propelinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Idaho State Fund	36129
INSURER C : Indian Harbor Insurance Company	36940
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SSEC Apex, Inc.
PO Box 279
Rathdrum, ID 83858-0278

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		ENP0711926	04/01/2026	04/01/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X PD Ded:1,000						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X		ENP0711926	04/01/2026	04/01/2027	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			ENP0711926	04/01/2026	04/01/2027	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			681667	04/01/2026	04/01/2027	X PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y	N / A		Idaho WC			E.L. EACH ACCIDENT	$1,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			ENP0711926	04/01/2026	04/01/2027	E.L. DISEASE - EA EMPLOYEE	$1,000,000
				WA Stop Gap			E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Pollution & Professional			PEC200058602	04/01/2026	04/01/2027	$1,000,000/$1,000,000 $5,000 Retention	

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

RE: Operations performed by the Named Insured.
City of Spokane and its officers and employees are included as additional insured, where required by written contract, as set forth in the attached form(s).

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

   a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations 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; and

   b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

   (1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

   (2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

   If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

   If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

   a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

   b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing

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operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, b*y in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, 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:

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

b. Supervisory, inspection, architectural or engineering activities.

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

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured 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, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

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."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

However, Paragraphs **C.1.** and **C.2.** above do not apply if the applicable written contract, written agreement, written permit or written authorization requires an edition of an ISO additional insured endorsement that does not include these provisions.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

1. The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

b. Available under the applicable limits of insurance;

whichever is less.

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However, Paragraph **D.1.** does not apply if the applicable written contract, written agreement, written permit or written authorization requires an edition of an ISO additional insured endorsement that does not include these provisions.

2. This endorsement shall not increase the applicable limits of insurance.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **Other Insurance**, **b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

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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):
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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PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

Primary And Noncontributory Insurance

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by 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.

A. 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 the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and

2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

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

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is deleted in its entirety and replaced by the following:

b. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

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

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

(3) $2,500.

Provided the equipment, at the time of the "loss" is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph **(1)** above; or

(3) An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary 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 of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

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3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. 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 insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. 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:

   a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

   b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

   a. Necessary and actual expenses incurred; or

   b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. 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**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $30 per day with $50 per day, and $900 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

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

      (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

         (a) Overdue lease or loan payments;

         (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

         (c) Security deposits not refunded by the lessor;

         (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

         (e) Carry-over balances from previous loans or leases, or

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(2) Actual cash value of the stolen or damaged property.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an 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.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H.** "Insured contract", **3.** is deleted in its entirety and replaced by the following:

   3. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H.** "Insured contract", **6.a.** is deleted.

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IDAHO WORKERS' COMPENSATION

Policy Number: 681667 - 04/01/2026

INSURED
SSEC Apex Inc
PO Box 279
Rathdrum, ID 83858-0278

Agent: 392
Bratrud Middleton Insurance Brokers In
DBA Propel Insurance
PO Box 2940
Tacoma, WA 98401-2940
(253) 759-2200

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY TO WHICH IT IS ATTACHED AND IS EFFECTIVE ON THE DATE ISSUED UNLESS OTHERWISE STATED

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

This agreement shall not operate directly or indirectly to benefit anyone not named in the schedule.

Schedule

1. Waiver Type

☐ **Specific Waiver/ Specific Job in Favor of:**

Job Description:

OR

☒ **Blanket Waiver**

Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.

2. Premium

The premium charge for this endorsement shall be $250.00 for a specific waiver and $250.00 for a blanket waiver.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 04/01/2026 Policy No: 681667 Endorsement No.

Insured: SSEC Apex Inc Premium $250.00

Insurance Company: State Insurance Fund

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Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/23/2026

Date Rec'd	8/31/2026
Clerk's File #	OPR 2026-0784
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	STREET
Contact Name/Phone	CLINT HARRIS 625-7744
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Council Sponsor(s)	BWILKERSON KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	VALUE BLANKET FOR CONCRETE MIX

Agenda Wording

Seeking approval for a Value Blanket with Specialty Mobile Mix, Inc. (Spokane, WA) for purchasing concrete mix as needed from 9/1/2026-9/30/2027 at a total cost not to exceed $75,000.

Summary (Background)

This Value Blanket will allow for the purchase of concrete material used to facilitate maintenance and repair of roadways, curbs, and bridges throughout the City of Spokane.

What impacts would the proposal have on historically excluded communities?
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	$ 75,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Amount		**Budget Account**
Expense	$ 75,000	# 1100-21700-42300-53210-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	HARRIS, CLINT E.		
Division Director	SNYDER, JON		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List

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rrinderle@spokanecity.org	streetaccounting@spokanecity.org

FEJEMJEMFMFMF

City of Spokane Request for Quotes – Annual Value Blanket – As Needed

QUOTE #: _____

DESCRIPTION: Concrete for Street Department Projects

TERM: Base Years: 1 **Optional Renewals:** 0

DEPARTMENT: Street

DUE DATE: 05/06/26, **no later than** 1:00 pm

The purpose of this Request for Quote is to invite quotes to supply The City of Spokane Street Department with concrete at various locations throughout the city of Spokane.

ITEM #	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL
1		4000 PSI City Mix Concrete 3 yards or more	$200/yard	
2				
3		Short loads (under 3 yards)	$200 Flat rate	
4				
5				
6		Hot water for winter use	$~~10~~25 Flat rate	
7				
8		NC534 Accelerator for winter use	$10 for 1% per yard	
9				
10				
11		Change of locations with same load	$50 per change	
12				
13		3000 PSI 3/4" Rock 6% Air 3 yards or more	$190/yard	
14				
15		3500 psi 3/4" Rock 6% Air 3 yards or more	$195/yard	
16				
17		5000 psi 3/4" Rock 6% Air 3 yards or more	$210.-/yard	
18				
19		* Fuel surcharge will be charged if fuel		
20		is higher than $4.50/gallon in Spokane Co.		
		Subtotal		
		Applicable taxes		
		Freight/Shipping Charge		
		GRAND TOTAL		

Sales Tax: The City of Spokane is not a tax-exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all quotes shall be tabulated with the applicable sales tax rate whether that tax will be charged through the supplier or paid by the City as use tax.

Attachments: The following attachments are made a part of this Request for Quote: _____

FEJEMJEMFMFMF

City of Spokane Request for Quotes – Annual Value Blanket – As Needed

Any questions concerning this Request For Quote should be directed to:

Jared Thomas, Street Department at jwthomas@spokanecity.org.

Deliver to: At various locations throughout the city

Payment: Supplier will accept credit card (☒ YES) (☐ NO). If YES, state any additional charge or discount for credit card payments:

3% FEE ON ALL CREDIT CARDS

Payment Terms: 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.

SIGNATURE BELOW ACKNOWLEDGES AGREEMENT TO FURNISH THE ABOVE ITEMS AT THE PRICES STATED, SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THIS QUOTE.

BIDDER INFORMATION

Company Name: Specialty Mobile Mix Inc

By: Tim Lowry Title: President

Signature: [signature]

Please indicate person to be contacted by the City concerning items(s) quoted:

Name: Tim Lowry Phone: 509 990 0903

BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The 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. Microsoft Word - Business License Exemption Request Form - Rev 03-2025

CITY OF SPOKANE BUSINESS REGISTRATION NUMBER: 602677929

FEIEMIEMFMFMF

City of Spokane Request for Quotes – Annual Value Blanket – As Needed

ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER
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.

NAME	ADDRESS	ZIP
Cemen Tech	1700 N 14th St Indianola, IA	50125

MINORITY BUSINESS ENTERPRISE
Supplier (☐ IS) (☒ IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.

SMALL BUSINESS
Supplier (☐ IS) (☒ IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).

INSTRUCTIONS AND SPECIFICATIONS

GENERAL INSTRUCTIONS

1. The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.
2. Time is of the essence in the performance of this contract.
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.
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.
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.
6. The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.
7. Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered.
8. **Signature on this Quote by the Bidder** will confirm receipt and understanding of all instructions, terms, and conditions.

City of Spokane Request for Quotes – Annual Value Blanket – As Needed

9. If the product differs from the provisions contained herein, these differences must be explained in detail.

10. 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.

11. 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.

12. Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.

13. The Supplier must be able to service any items purchased by the City of Spokane. The Supplier, therefore, must:
    - Be an authorized factory dealer for the area including the City of Spokane; or
    - Submit a 100% Performance Bond for the life of the equipment: or
    - Provide satisfactory proof by the manufacturer that service will be guaranteed.

14. Federal and State laws governing this product and its final certification must be satisfied.

15. It shall be the Supplier's responsibility to conform to all Federal Standards for certification.

16. 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.

17. 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.

18. 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 biphenyis (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	No	Don't Know
As far as you know has this product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?			X
If so were PCBs found at a measurable level?			X
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)?			X
If so attach the results or note from whom the results can be obtained.			X
Do you have reason to believe the product contains measurable levels of PCBs?		X	
Do you have reason to believe the product packaging contains measurable levels of PCBs?		X	

I ACKNOWLEDGE RECEIPT OF AND COMPLIANCE WITH THE ABOVE GENERAL AND SPECIAL INSTRUCTIONS

Initials: _____

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: SPECIALTY MOBILE MIX, INC.

Business name: SPECIALTY MOBILE MIX, INC.

Entity type: Profit Corporation

UBI #: 602-677-929

Business ID: 001

Location ID: 0001

Location: Active

Location address: 6102 E DESMENT
SPOKANE WA 99211

Mailing address: PO BOX 3298
HAYDEN ID 83835-3298

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident	T12052104BUS			Active	Sep-30-2027	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
LOWRY, ANNELIESE	
LOWRY, TIMOTHY	

Registered Trade Names

Registered trade names	Status	First issued
SPECIALTY MOBILE MIX INC	Active	Jul-20-2020

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 8/27/2026 12:47:54 PM

Contact us

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Take our survey!

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

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/23/2026

Date Rec'd	8/27/2026		
Clerk's File #	OPR 2026-0785		
Cross Ref #			
Project #			
Submitting Dept	STREET	**Bid #**	
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	CR 28930
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SNOW AND ICE MITIGATION CONTROL AGREEMENT - WSDOT		

Agenda Wording

Contract renewal with Washington State Department of Transportation (WSDOT) for snow and ice mitigation control from 10/1/2026-10/31/2036; annual cost will vary depending on the winter and the maintenance work completed by WSDOT.

Summary (Background)

The Streets department is responsible for prevention and removal of snow and ice on its Roadway at US 2 between Deer Heights Road Mile Post 279.73 and Russell Road Mile Post 281.50. WSDOT has a robust snow and ice control program that employs a variety of methods and materials to help prevent snow and ice formation on state highways that will greatly assist the Streets department in maintaining that section of roadway during the winter months. The City of Spokane will reimburse WSDOT for snow and ice mitigation completed with costs varying annually due to the maintenance being weather dependent in the winter months. Exhibit B provides an estimated breakdown of how the costs would be billed.

What impacts would the proposal have on historically excluded communities?
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Amount		**Budget Account**
Expense	$ 10,000	# 1100-21800-42660-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	HARRIS, CLINT E.	**PURCHASING**	PRINCE, THEA
Division Director	SNYDER, JON		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

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jwthomas@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	rrinderle@spokanecity.org

MAINTENANCE AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (GMC 1077)
AND
CITY OF SPOKANE

This Agreement (GMC 1077) is between the Washington State Department of Transportation (WSDOT) and City of Spokane (CITY), also referenced as "Party" and the "Parties".

RECITALS

A. The City is responsible for prevention and removal of snow and ice accumulation on its Roadway at US 2 between Deer Heights Road Mile Post 279.73 and Russell Road Mile Post 281.50 (hereinafter "Roadway").

B. WSDOT has a robust snow and ice control program that employs a variety of methods and materials to help prevent snow and ice formation on state highways and has previously performed such services on behalf of, and at the sole cost of the CITY under prior maintenance agreement GMB 1064.

C. The CITY is requesting that WSDOT continue providing snow and ice mitigation control measures at the CITY's Roadway at US 2 between Deer Heights Road Mile Post 279.73 and Russell Road Mile Post 281.50, at the CITY's sole cost and expense.

D. WSDOT is willing to perform said snow and ice mitigation control on CITY's Roadway on behalf of CITY at CITY's sole cost and expense.

E. WSDOT and CITY estimate the cost of snow and ice mitigation control measures to be approximately Ten Thousand Dollars ($10,000.00) per year.

F. WSDOT and the CITY both desire to enter into this Maintenance Agreement to outline the Parties' responsibilities for the performance of snow and ice mitigation control measures.

Now therefore, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibits which are incorporated and made a part hereof, it is mutually agreed as follows:

1. PURPOSE

1.1 The CITY, pursuant to the terms of this agreement, authorizes and WSDOT agrees, at City expense, to perform snow and ice mitigation measures on its Roadway.

2. PERIOD OF PERFORMANCE

2.1. This Agreement will be in effect for TEN (10) years from the date of execution unless terminated earlier pursuant to Section 4 of this agreement.

3. PAYMENT

3.1. The CITY agrees to reimburse WSDOT for the actual direct and related indirect costs of the work covered by this Agreement, which is currently estimated to be Ten Thousand Dollars ($10,000.00) per year in accordance to Exhibit B cost structure.

3.2. WSDOT shall provide the CITY with a detailed invoice each month, and the CITY agrees to make payment within Thirty (30) calendar days after the date of each invoice. Payments will be made to WSDOT: 2714 N Mayfair St, Spokane WA 99207.

3.3. The CITY agrees that if it does not make payment within ninety (90) calendar days after the date of a WSDOT invoice, WSDOT may deduct and expend any monies to which the CITY is entitled to receive from the Motor Vehicle Fund as provided by RCW 47.24.050.

4. TERMINATION

4.1. This Agreement may be terminated, without penalty or further liability as follows:

4.1.1. Termination for Cause
This Agreement may be terminated for cause by either Party if the other Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if the other Party violates any of the terms and conditions of this Agreement. The notice of intent to terminate for cause shall be issued by a Party in writing and the other Party shall have the opportunity to correct the violation or failure within fifteen (15) working days of the date of the notice. If the failure or violation is not corrected within the time allowed, this Agreement will automatically terminate.

4.1.2. Termination for Withdrawal of Authority

This Agreement may be terminated by WSDOT in the event that WSDOT's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement. The notice of intent to terminate for withdrawal of authority shall be issued by WSDOT in writing no less than seven (7) calendar days advance of termination. No penalty shall accrue to WSDOT in the event termination under this section is exercised. This section shall not be construed to permit WSDOT to terminate this Agreement in order to acquire similar services from a third-party.

4.2. If this Agreement is terminated prior to the fulfillment of the terms stated herein, the CITY agrees to reimburse WSDOT for the actual direct and current applicable related indirect expenses and costs it has incurred up to the date of termination, as well as the costs of non-cancelable obligations.

4.3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. RESPONSIBILITIES

5.1. The CITY and WSDOT agree to meet annually at a mutually agreed upon date and time in the fall season preceding the upcoming winter season to discuss and agree upon snow and ice mitigation measures/procedures, frequency, materials to be used, equipment approvals, and communications procedures for the Roadway, shown on Exhibit A. The above meeting shall be recorded in a written record, covering the above noted items, signed by those attending the meeting, and thereafter made an exhibit to this agreement. These exhibits shall not require a formal amendment to this Agreement.

5.2. Any changes to the procedures in Section 5.1 and exhibits previously agreed to shall be made in writing and mutually agreed to by both Parties.

5.3. WSDOT shall keep a written diary of its daily snow and ice mitigation measures, if any, recording when and where measures were taken, what type and quantity of materials were used, hours of operation for the equipment and type of equipment used, labor classification and hours of personnel involved, any problems encountered and their resolution.

5.4. WSDOT's forces will complete snow and ice mitigation in both directions of the City's Roadway at US 2, between Deer Heights Road Mile Post 279.73 and Russell Road Mile Post 281.50. City shall not employ its forces in that area until WSDOT completes its snow and ice control and mitigation activities.

5.5. The CITY agrees to be solely responsible for the actual direct and indirect costs, including but not limited to, labor, equipment, and materials associated with WSDOT's snow and ice mitigation measures on the Roadway as shown on Exhibit A.

6. RIGHT OF ENTRY

6.1. The CITY hereby grants to WSDOT and its authorized agents, contractors, subcontractors, and employees a right of entry upon the CITY's Roadway for the purpose of performing the agreed upon snow and ice mitigation measures.

6.2. The granting of the right of entry pursuant to this agreement does not relieve the Party exercising the right of entry from obtaining all permits required to perform the Work required under this Agreement.

7. ADMINISTRATION AND NOTICES

7.1. The Point of Contact (POC) identified for each Party shall be responsible for administering this Agreement.

POC for the City of Spokane:
Clint Harris
509-625-7744
ceharris@spokanecity.org

POC for WSDOT:
Matt Beattie
509-324-6538
beattim@wsdot.wa.gov

7.2. Any notice, demand, or other communication required or permitted to be given under this Agreement or applicable law shall be effective only if it is in writing, email being acceptable, addressed to the applicable Party's designated POC as set forth herein.

7.3. The name and contact information of a POC may be updated by a Party in writing to the other Party. A change in the name and/or contact information of a POC shall not be considered an amendment to this Agreement.

8. ASSIGNMENT AND SUBCONTRACT

8.1. Except as otherwise provided herein, a Party to this Agreement shall not assign, delegate or transfer this Agreement or the obligations incurred hereunder, in whole or in part, by operation of law or otherwise, or subcontract for the management or operation of their respective

responsibilities, or parts thereof, without the prior written consent of the other Party to this Agreement, which approval shall not be unreasonably withheld.

9. LEGAL RELATIONS

9.1. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other Party. No joint venture or partnership is formed as a result of this Agreement.

9.2. The Parties shall be deemed independent contractors for all purposes, and the employees of the Parties or any of their contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the other Party.

10. INDEMNIFICATION

10.1. To the fullest extent permitted by law, each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials or employees.

10.2. The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

10.3. This indemnification and waiver will survive the termination of this Agreement.

11. DISPUTE RESOLUTION

11.1. The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the parties:

11.1.1. The POC, as designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. The POCs shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The POCs shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

11.1.2. A Party's POC shall notify the other Party in writing of any dispute or issue that the POC believes may require formal resolution contained herein. The POCs shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.

11.1.3. In the event the POCs cannot resolve the dispute or issue, the entity, and WSDOT's Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.

11.1.4. In the event the entity and WSDOT's Region Administrator, or their respective designees, cannot resolve the dispute or issue, the entity and WSDOT shall each appoint a member to a Dispute Board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Board shall be shared equally by both parties; however, each Party shall be responsible for its own costs and fees.

12. RECORDS AND AUDIT

12.1. All records related to the Work performed under this Agreement shall be held and kept available for inspection and audit for a period of six (6) years from the date of termination of this Agreement or any final payment authorized under this Agreement, whichever is later. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. In the event of litigation or claim arising from the performance of this Agreement, the CITY and WSDOT agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.

13. GENERAL PROVISIONS

13.1. Assurances. The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, State and local laws, rules, and regulations as they currently exist or as amended.

13.2. Interpretation. This Agreement shall be interpreted in accordance with the laws of the state of Washington. The titles to paragraphs and sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

13.3. Amendments. This Agreement may be amended only by the mutual written agreement of the Parties executed by personnel authorized to bind each of the parties.

13.4. Waiver. A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the waiving Party and attached to the original Agreement.

13.5. All Writings Contained Herein. This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties.

13.6. Venue. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in Thurston or Spokane County, Washington unless filing in another county is required under any provision of the Revised Code of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.

13.7. Severability. If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

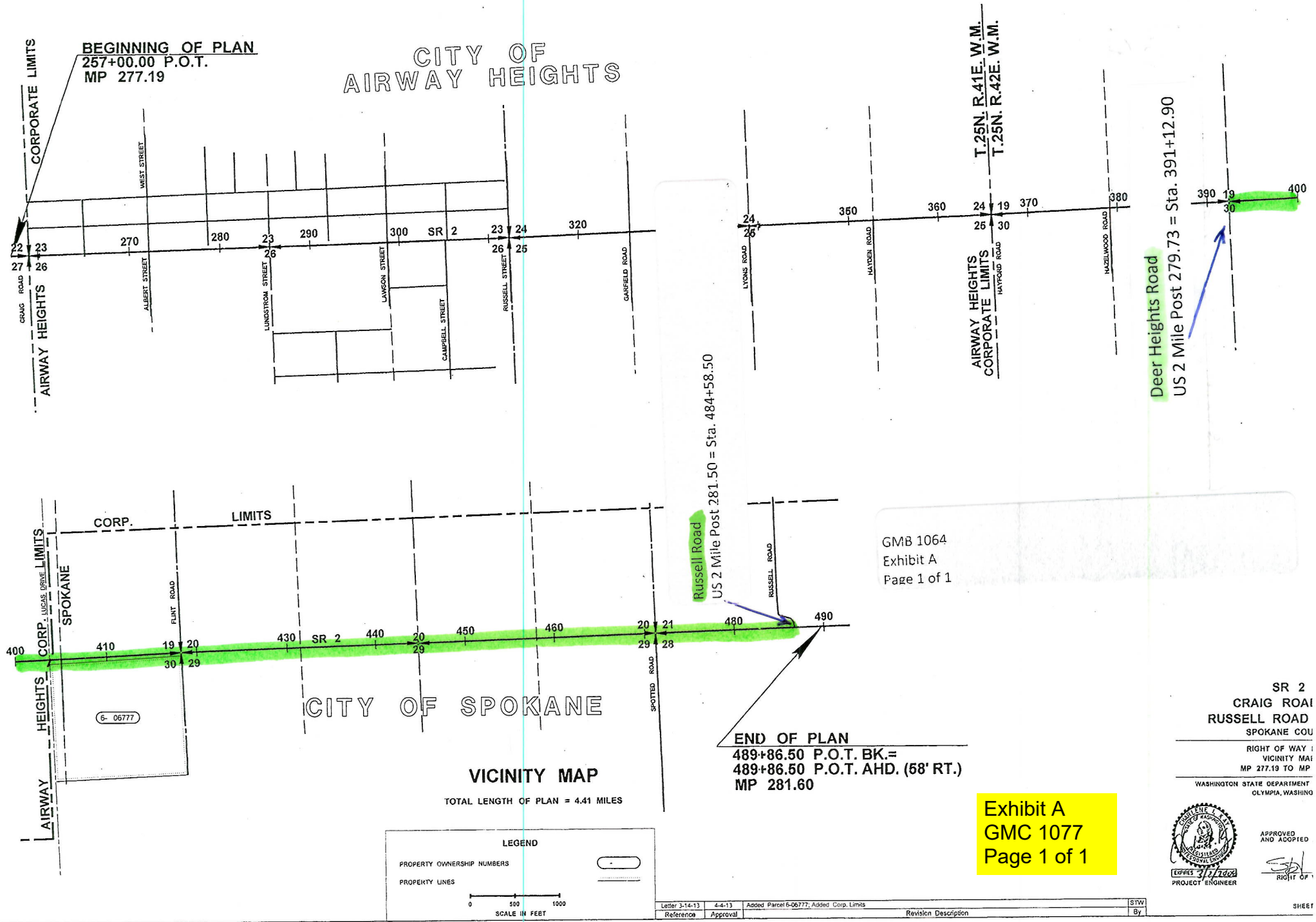
13.8. Authority to Bind. The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

14. COUNTERPARTS AND ELECTRONIC SIGNATURE

14.1. This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

In witness whereof, the Parties hereto have executed this Agreement.

City of Spokane	**Washington State Department of Transportation**
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:
Approved as to Form for City of Spokane	**Approved as to Form for Washington State Department of Transportation**
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:


BEGINNING OF PLAN
257+00.00 P.O.T.
MP 277.19
CITY OF AIRWAY HEIGHTS
CORPORATE LIMITS
AIRWAY HEIGHTS
CRAIG ROAD
WEST STREET
ALBERT STREET
LUNDSTROM STREET
LAWSON STREET
CAMPBELL STREET
RUSSELL STREET
GARFIELD ROAD
LYONS ROAD
HAYDEN ROAD
HAYFORD ROAD
HAZELWOOD ROAD
SR 2
T.25N. R.41E. W.M.
T.25N. R.42E. W.M.
AIRWAY HEIGHTS CORPORATE LIMITS
Deer Heights Road
US 2 Mile Post 279.73 = Sta. 391+12.90
Russell Road
US 2 Mile Post 281.50 = Sta. 484+58.50
CORP. LIMITS
CORP. LIMITS
LUCAS DRIVE
SPOKANE
FLINT ROAD
SPOTTED ROAD
RUSSELL ROAD
CITY OF SPOKANE
AIRWAY HEIGHTS
6- 06777
END OF PLAN
489+86.50 P.O.T. BK.=
489+86.50 P.O.T. AHD. (58' RT.)
MP 281.60
VICINITY MAP
TOTAL LENGTH OF PLAN = 4.41 MILES
LEGEND
PROPERTY OWNERSHIP NUMBERS
PROPERTY LINES
0 500 1000
SCALE IN FEET
GMB 1064
Exhibit A
Page 1 of 1
Exhibit A
GMC 1077
Page 1 of 1
SR 2
CRAIG ROAD
RUSSELL ROAD
SPOKANE COU
RIGHT OF WAY
VICINITY MAP
MP 277.19 TO MP
WASHINGTON STATE DEPARTMENT
OLYMPIA, WASHING
APPROVED AND ACCEPTED
RIGHT OF
EXPIRES 3/2/2008
PROJECT ENGINEER
Letter 3-14-13 | 4-4-13 | Added Parcel 6-06777; Added Corp. Limits | STW
Reference | Approval | Revision Description | By
SHEET
R/W
D-10

GMC 1077
Exhibit B
Cost Estimate

Due to the weather variables it is hard to predict what weather snow and ice mitigation measures may be needed over the course of a winter and the below is an educated guess based on prior costs per lane mile for snow and ice mitigation.

Month	**Cost**
November	$1,000.00
December	$2,500.00
January	$3,000.00
February	$2,500.00
March	$1,000.00
Total Estimated cost Of snow and ice mitigation	$10,000.00

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/23/2026

Date Rec'd	8/27/2026
Clerk's File #	OPR 2026-0786
Cross Ref #	
Project #	

Submitting Dept	STREET	**Bid #**	RFQ 6581-26
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	MASTER
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	TUBE TRAFFIC COUNTS - IDAX		

Agenda Wording

Seeking approval for a contract with IDAX Traffic Data, LLC (Murfreesboro, TN) for vehicle counts throughout the City as needed from 8/1/2026-7/31/2028 at a total cost not to exceed $75,000.

Summary (Background)

Bid RFQ 6581-26 was awarded to two companies - IDAX Traffic Data, LLC and Quality Counts, LLC. The Street department is seeking approval for a contract with each of the two companies to provide vehicle counts throughout the City, as needed via Pneumatic Tube Traffic Counts on arterials, via Automatic Traffic Records (ATR) - Data Collection Services.

What impacts would the proposal have on historically excluded communities?
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	$ 150,000
Current Year Cost	$ 75,000
Subsequent Year(s) Cost	$ 75,000

Narrative

Amount		**Budget Account**
Expense	$ 0	# 1100-21700-42300-54201-99999
Expense	$ 0	# or various other sources
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	HARRIS, CLINT E.	**PURCHASING**	PRINCE, THEA
Division Director	SNYDER, JON		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List

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rrinderle@spokanecity.org	streetaccounting@spokanecity.org

CITY OF SPOKANE

PURCHASED SERVICE CONTRACT

Title: PNEUMATIC TUBE TRAFFIC COUNTS (ATR) – DATA COLLECTION SERVICES – AS NEEDED

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **IDAX TRAFFIC DATA, LLC,** whose address is 1500 Medical Center Parkway, Box #22, Suite 4C, Murfreesboro, Tennessee 37129, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.
The Company will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled RFQ 6581-26 and Company's Response to Bid - Pneumatic Tube Traffic Counts (ATR) – Data Collection Services – As Needed, which is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Purchased Service Contract controls.

2. TERM OF CONTRACT.
The term of this Contract begins on August 1, 2026, and shall run through July 31, 2028, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed for three (3) additional one-year contract periods.

3. TERMINATION.
Either party may terminate this Contract, 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.

4. COMPENSATION / PAYMENT.
Total compensation for Company's as-needed services under this Contract shall not exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00)**, plus applicable sales tax, in accordance with the Pricing information contained in Exhibit B, unless modified by a written amendment to this Contract.

The Company shall submit its applications for payment to the Streets Department, Administration Office, 901 North Nelson Street, Spokane, Washington 99202. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the 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. 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 Contract, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this Contract.

6. 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** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and **Employers Liability Insurance (Stop Gap)** in the amount of $1,000,000.

B. **General Liability Insurance** on an occurrence basis, of not less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

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

7. 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 Contract. 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 Contract shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The 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.

9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

10. 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.

11. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

12. ASSIGNMENT AND SUBCONTRACTING.

The Company shall not assign or subcontract its obligations under this Contract 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 Contract, 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 Contract, whether before or after City consent, assignment or subcontract.

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional company performing the same or similar services at the time the services under this Contract are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Contract 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).

15. 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 Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

16. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract 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 Contract 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 Contract 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 Contract**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract between the City and the Company. If conflict occurs between Contract documents and applicable laws, codes,

ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

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 by having legally-binding representatives affix their signatures below.

IDAX TRAFFIC DATA, LLC	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Certification Regarding Debarment
Exhibit B - Company's Response to RFQ 6581-26

26-183

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number RFQ 6581-26
Bid Title Pneumatic Tube Traffic Counts (ATR) – Data Collection Services, As-Needed -Unit Price
Bid Base Currency USD
Due Date Wednesday, July 1, 2026 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company IDAX Traffic Data, LLC
Submitted By Kyle Campbell - Wednesday, July 1, 2026 5:34:46 AM [(UTC-08:00) Pacific Time (US & Canada)]
kcampbell@idaxdata.com 4252137345
Comments

Question Responses

Group	Reference Number	Question	Response
QUESTIONS			
	#1	Bidder should be aware that Bid may be rejected if all questions are not completely and correctly answered.	Acknowledged and Understood
BACKGROUND			
	#1	The City of Spokane, Street Department is initiating this Request for Quote (RFQ) to solicit Bids from Vendors to provide vehicle classification counts throughout the City, as-needed via Pneumatic Tube Traffic Counts on arterials, via Automatic Traffic Records (ATR) – Data Collection Services, as needed over a two-year period.	Acknowledged and Agreed
	#2	It is anticipated that there will be several unit-price contracts awarded from this RFQ to enable the Street Department the flexibility to allocate service request among awarded Vendors to prevent inundation, and to best meet City's needs. 	Acknowledged and Agreed
	#3	The total combined estimated two-year expenditure is estimated to be $150,000 or less, to be allocated among the multiple awards made. Each awarded Vendor will receive a two-year unit price contract, for a not to exceed amount, and upon completed and accepted performance by Vendor, the City shall issue payment(s) in the applicable amount(s) sent forth per Contract for actual services requested, performed, and accepted.	Acknowledged and Agreed
PERIOD OF PERFORMANCE			
	#1	The two-year base-period of performance of any contract(s) resulting from this RFQ is scheduled to begin on or about August 1, 2026 and to end on July 31, 2028. Pricing shall remain firm throughout the first-year August 1, 2026 through July 31, 2027. The contract may be renewed for three (3) additional one-year contract periods, August 1, 202x through July 31, 202x, with annual price adjustments. The total contract period not to exceed five (5) years. Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement.	I acknowledge and agree
BIDDERS' REPRESENTATION			
	#1	BIDDERS' REPRESENTATION: Bidder by making its bid represents that it has read and understands the bidding documents. Bidder has reviewed RFQ 6581-26 Bid Document and Attachments located in the bid Documents Tab.	Acknowledged and Agreed
SCOPE OF WORK			

#1	Scope of Work. Awarded Vendor will be responsible for furnishing all labor, traffic control, materials, tools, equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the services described in this RFQ and referenced specifications. The apparent silence or omission as to any detail of any services to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the specifications shall be interpreted on this basis.	I acknowledge and I understand
#2	Scope of Work. The awarded Vendor shall provide Pneumatic Tube Traffic Counts, via Automatic Traffic Records (ATR) – Data Collection Services, throughout the City of Spokane, as-needed, providing the Street Department with vehicle classification counts. Vendor must be able to conduct and complete traffic counts at multiple locations simultaneously, if required, and deliver completed post processed reports in electronic format to the City. It is estimated that a count-period-time per location would be for a minimum of 72 hours, between Monday through Friday. Counts would only be requested when weather permits and road conditions are acceptable.	I acknowledge and agree
#3	Service Description. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#3.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
#4	Technical Requirements. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#4.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
#5	Applicable Laws and Standards, Sections 5. - 5.4. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#5.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
#6	Qualifications, Sections 6 - 6.4. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#6.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
#7	Pneumatic Tube Count (ART), Sections 7 - 7.3. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#7.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
#8	Performance, Sections 8 - 8.3.1.1. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#8.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
#9	Safety, Section 9. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#9.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
#10	Accuracy, Sections 10 - 10.7. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#10.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
#11	Processing, Sections 11 - 11.8.4. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#11	If you took exception as stated in RFQ 6581-26, explain in detail.	
#12	Processing, Sections 11 - 11.8.4. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken

	#12.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
PRICING			
	#1	Definition: All-Inclusive Unit Price is defined as: A single, firm-fixed, flat fee cost comprised of all costs and any expenses necessary to accomplish a 72-hour count per-location, between Monday through Friday, “and” to produce and provided properly formatted reports required under the contract. It does not include Washington state sales tax.	I acknowledge and I understand
BID			
	#1	Bidder Must Compete 'Bid Proposal' Pages 13 - 14 of the RFQ 6581-26 bid document in the 'Documents' tab, complete, and upload the completed document here:	Bid Proposal.pdf
	#2	Evaluation: For evaluations, Bidder’s all-inclusive unit price (as defined) to accomplish a 72-hour count per-location would be compared, and Bidder’s All-Inclusive Cost Per Hour Exceeding a 72-Hour Count Period as Requested by the City.	Acknowledged and Understood
	#3	Bidders must submit cover letters stating qualifications for supplying services to the City of Spokane. Upload Letter Document.	Cover Letter.pdf
ADDENDA			
	#1	How Many Addenda Do You Acknowledge Receipt Of? Please Enter Number. If none were issued enter ZERO.	0
BIDDER INFORMATION			
	#1	Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Kyle Campbell, (425) 213-7345, kcampbell@idaxdata.com
	#2	DocuSign Point of Contact: Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract:	Kyle Campbell
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	Washington
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT			
	#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business license and City of Spokane endorsement. See Doing Business in Spokane - City of Spokane, Washington for additional resources (https://my.spokanecity.org/business/doing-business) . If the Bidder does not believe it is required to obtain a business registration, complete the Business License Exemption Request Form and submit to City Taxes & Licensing to request an exemption status determination. (https://static.spokanecity.org/documents/business/doingbusiness/business-license-exemption-request-form-2025-05-22.pdf)	Acknowledged and Agreed
	#2	City of Spokane Business Registration Number:	0
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
INTERLOCAL PURCHASE AGREEMENTS			
	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Bidder agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the selected Bidder's review and approval at the time of a requested contract. The Selected Bidder's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
INVOICING			
	#1	Invoicing. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab? 	No Exceptions Taken
	1.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
PAYMENT			
	#1	Payment. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
	#2	If you took exception as stated in RFQ 6581-26, explain in detail.	
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 ITB.	Certifies No Agreement Was Entered
TERMS AND CONDITIONS			
	#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I do not agree and I do not acknowledge", include requested exception on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I acknowledge and I understand
	#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 DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	If you have additional information/documents to submit, upload them here.	
	#2	If you have additional information/documents to submit, upload them here.	
	#3	If you have additional information/documents to submit, upload them here.	

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

BID PROPOSAL.

To: City of Spokane, Purchasing Center
Members of the City Council
City of Spokane, Washington

PROJECT: **# RFQ 6265-25**
Pneumatic Tube Traffic Counts (ATR) – Data Collection Services, As-Needed -Unit Price

ALL-INCLUSIVE UNT PRICE DEFINED: All-Inclusive Unit Price is defined as a single, firm-fixed, flat fee cost comprised of all costs and any expenses necessary to accomplish a 72-hours count per-location, between Monday through Friday, "and" to produce and provided properly formatted reports required under the contract. It does not include Washington state sales tax.

UNIT PRICING: Shall remain firm throughout the first year, 8/1/2026-7/31/2027. Annual Unit Pricing Adjustments will be considered on an annual basis thereafter, in writing with a minimum of thirty (30) day advance notice from the "anniversary date of award". All Unit Pricing increases will be provided with justification for such price increase and must be agreed upon by both parties.

EVALUATION: For evaluations, Bidder's all-inclusive unit price (as defined) to accomplish a 72-hour count per-location would be compared, and Bidder's All-Inclusive Cost Per Hour Exceeding a 72-Hour Count Period as Requested by the City.

QUANTITIES: The City cannot guarantee annual quantities of counts locations required. It is estimated that a count-period-time per location would be for a minimum of 72 hours, between Monday through Friday. Counts would only be requested when weather permits and road conditions are acceptable**.**

PAYMENT: Awarded Vendors shall receive a unit priced contract, August 1, 2026 through October 31, 2027, for a not-to- exceed annual amount. Orders will be placed as needed throughout contract term. Payment would only be made for actual services requested, performed and accepted, in accordance with the current contract unit pricing.

SALE 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 unit pricing. All submissions shall be tabulated by the City who will apply the applicable sales tax rate to bids.

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

BID OFFER. The Unit Prices listed in this bid proposal is tendered as an offer to do all work, furnish all labor, traffic control, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described in bid documents and attachments. The bidder proposes to do the services at the following unit prices:

August 1, 2026 Through October 31, 2027.

Prices shall be firm throughout the first year of contract period.
Annual Unit Pricing Adjustments will be considered on an annual basis thereafter, in writing with a minimum of thirty (30) day advance notice for the "anniversary date of award".

DESCRIPTION	All-Inclusive Cost Per 72-Hour Count	Advance Lead Time Required To Perform Service
Definition: All-Inclusive Unit Price is defined as: A single, firm-fixed, flat fee cost comprised of all costs and any expenses necessary to accomplish a 72-hours count per-location, between Monday through Friday, "and" to produce and provided properly formatted reports required under the contract. It does not include Washington state sales tax.	**$ $425**	**10 Calendar Days**
DESCRIPTION	**All-Inclusive Cost Per Hour Exceeding a 72-Hour Count Period as Requested by the City**	
Should the City request Vendor to provide a count-period greater than a 72-hour count period, Vendor shall state its all-inclusive cost for each exceeding hour.	**$ $4**	

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

Name of Bidder: IDAX Traffic Data, LLC

Signature of Bidder's Authorized Representative

Printed Name **Kyle Campbell**

Title **Vice President**

Email *Address*: **kcampbell@idaxdata.com**

Phone **(425) 213-7345**

June 27, 2026

Rick Rinderle, Bid Coordinator
City of Spokane, Purchasing Department
915 N. Nelson Street, Spokane, WA 99202

RE: RFQ 6581-26, Pneumatic Tube Traffic Counts (ATR), Data Collection Services, As-Needed

Dear Mr. Rinderle and Members of the City Council:

IDAX Traffic Data, LLC submits this Bid in response to RFQ 6581-26. IDAX is engaged in the business of providing traffic-counting vehicle classification data and has conducted traffic counting for more than two years within the last five years; the firm has operated since 2013. IDAX has read and understands the RFQ specifications and Terms and Conditions and will comply with all requirements, unless otherwise mutually agreed with the City.

Count services IDAX provides

Pneumatic Tube (ATR) classification, speed, volume, and gap counts; manual counts; and video collection. IDAX also performs turning-movement counts, travel-time and origin-destination studies, pedestrian and bicycle counts, and parking and curbside utilization. These services are available to the City under the RFQ provision for additional count types.

Key representations

- IDAX is a Washington-licensed firm and will perform all work in accordance with the FHWA Traffic Monitoring Guide, HPMS, and the WSDOT short-count guides referenced in the RFQ.
- **Arne Kallas, Project Manager,** will serve as the City's designated representative and primary point of contact, available during regular City business hours, at akallas@idaxdata.com or (651) 757-7994.
- **Kyle Campbell, VP of Sales & Operations,** provides quality control and overall project oversight for this contract.
- Upon award, IDAX will furnish Certificates of Insurance meeting the required limits and naming the City of Spokane as Additional Insured, and will execute the contract within the time required.
- IDAX will not subcontract any portion of this work without the prior written consent of the City.

Please direct any questions to Arne Kallas at (651) 757-7994 or akallas@idaxdata.com.

Thanks,

Kyle Campbell | VP, Sales and Operations
idax
A Helix Company
kcampbell@idaxdata.com
Cell:(425) 213-7345
www.idaxdata.com

(Authorized Representative)

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: IDAX TRAFFIC DATA, LLC

Business name: IDAX

Entity type: Limited Liability Company

UBI #: 605-964-230

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1500 MEDICAL CENTER PARKWAY BOX #22
STE 4C
MURFREESBORO TN 37129

Mailing address: 1500 MEDICAL CENTER PARKWAY BOX #22
STE 4C
MURFREESBORO TN 37129

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Page 1 of 2

Endorsements

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Bainbridge Island General Business - Non-Resident				Active	Sep-30-2026	Sep-24-2025
Bellingham General Business	079834			Active		Sep-24-2025
Covington General Business - Non-Resident				Active	Sep-30-2026	Oct-06-2025
Fife General Business - Non-Resident				Active	Sep-30-2026	Sep-24-2025
Lakewood General Business - Non-Resident				Active	Jun-30-2027	Jun-15-2026
Mercer Island General Business - Non-Resident	251306			Active	Sep-30-2026	Sep-26-2025
Mill Creek General Business - Non-Resident				Active	Sep-30-2026	Sep-24-2025
Milton General Business - Non-Resident				Active	Sep-30-2026	Sep-24-2025
Mountlake Terrace General				Active	Sep-30-2026	Sep-25-2025

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Business - Non-Resident						
Redmond General Business - Non-Resident				Active	Sep-30-2026	Sep-24-2025
Ruston General Business - Non-Resident				Active	Oct-31-2026	Oct-28-2025
Sammamish General Business - Non-Resident				Active	Sep-30-2026	Sep-26-2025
SeaTac General Business - Non-Resident				Active	Sep-30-2026	Sep-24-2025
Sequim General Business - Non-Resident				Active	Sep-30-2026	Oct-03-2025
Spokane General Business - Non-Resident				Active	Sep-30-2026	Sep-24-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
HELIX TRAFFIC SOLUTIONS	

The Business Lookup information is updated nightly. Search date and time: 7/9/2026 7:36:34 AM

Contact us

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Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/23/2026

Date Rec'd	8/27/2026
Clerk's File #	OPR 2026-0787
Cross Ref #	
Project #	

Submitting Dept	STREET	**Bid #**	RFQ 6581-26
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	MASTER
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	TUBE TRAFFIC COUNTS - QUALITY COUNTS		

Agenda Wording

Seeking approval for a contract with Quality Counts, LLC (Athol, ID) for vehicle counts throughout the City as needed from 8/1/2026-7/31/2028 at a total cost not to exceed $75,000.

Summary (Background)

Bid RFQ 6581-26 was awarded to two companies - IDAX Traffic Data, LLC and Quality Counts, LLC. The Street department is seeking approval for a contract with each of the two companies to provide vehicle counts throughout the City, as needed via Pneumatic Tube Traffic Counts on arterials, via Automatic Traffic Records (ATR) - Data Collection Services.

What impacts would the proposal have on historically excluded communities?
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 150,000
Current Year Cost	$ 75,000
Subsequent Year(s) Cost	$ 75,000

Narrative

Amount		Budget Account
Expense	$ 0	# 1100-21700-42300-54201-99999
Expense	$ 0	# or various other funding sources
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		Additional Approvals	
Dept Head	HARRIS, CLINT E.	PURCHASING	PRINCE, THEA
Division Director	SNYDER, JON		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List

Dan Franz dfranz@qualitycounts.net	ceharris@spokanecity.org
jwthomas@spokanecity.org	kaiumu@spokanecity.org
rrinderle@spokanecity.org	streetaccounting@spokanecity.org

CITY OF SPOKANE

PURCHASED SERVICE CONTRACT

Title: PNEUMATIC TUBE TRAFFIC COUNTS (ATR) – DATA COLLECTION SERVICES – AS NEEDED

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **QUALITY COUNTS, LLC,** whose address is 1667 Kelso Lake Road, Athol, Idaho 83801, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.
The Company will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled RFQ 6581-26 and Company's Response to Bid - Pneumatic Tube Traffic Counts (ATR) – Data Collection Services – As Needed, which is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Purchased Service Contract controls.

2. TERM OF CONTRACT.
The term of this Contract begins on August 1, 2026, and shall run through July 31, 2028, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed for three (3) additional one-year contract periods.

3. TERMINATION.
Either party may terminate this Contract, 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.

4. COMPENSATION / PAYMENT.
Total compensation for Company's as-needed services under this Contract shall not exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00)**, plus applicable sales tax, in accordance with the Pricing information contained in Exhibit B, unless modified by a written amendment to this Contract.

The Company shall submit its applications for payment to the Streets Department, Administration Office, 901 North Nelson Street, Spokane, Washington 99202. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the 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. 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 Contract, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this Contract.

6. 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** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and **Employers Liability Insurance (Stop Gap)** in the amount of $1,000,000.

B. **General Liability Insurance** on an occurrence basis, of not less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

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

7. 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 Contract. 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 Contract shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The 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.

9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

10. 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.

11. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

12. ASSIGNMENT AND SUBCONTRACTING.

The Company shall not assign or subcontract its obligations under this Contract 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 Contract, 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 Contract, whether before or after City consent, assignment or subcontract.

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional company performing the same or similar services at the time the services under this Contract are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Contract 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).

15. 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 Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

16. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract 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 Contract 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 Contract 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 Contract**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract between the City and the Company. If conflict occurs between Contract documents and applicable laws, codes,

ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

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 by having legally-binding representatives affix their signatures below.

QUALITY COUNTS, LLC	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Certification Regarding Debarment
Exhibit B - Company's Response to RFQ 6581-26

26-184

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number RFQ 6581-26
Bid Title Pneumatic Tube Traffic Counts (ATR) – Data Collection Services, As-Needed -Unit Price
Bid Base Currency USD
Due Date Wednesday, July 1, 2026 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Quality Counts
Submitted By Rebekah Hirschman - Wednesday, July 1, 2026 8:13:15 AM [(UTC-08:00) Pacific Time (US & Canada)]
westmarketing@qualitycounts.net 971.223.0000
Comments

Question Responses

Group	Reference Number	Question	Response
QUESTIONS			
	#1	Bidder should be aware that Bid may be rejected if all questions are not completely and correctly answered.	Acknowledged and Understood
BACKGROUND			
	#1	The City of Spokane, Street Department is initiating this Request for Quote (RFQ) to solicit Bids from Vendors to provide vehicle classification counts throughout the City, as-needed via Pneumatic Tube Traffic Counts on arterials, via Automatic Traffic Records (ATR) – Data Collection Services, as needed over a two-year period.	Acknowledged and Agreed
	#2	It is anticipated that there will be several unit-price contracts awarded from this RFQ to enable the Street Department the flexibility to allocate service request among awarded Vendors to prevent inundation, and to best meet City's needs. 	Acknowledged and Agreed
	#3	The total combined estimated two-year expenditure is estimated to be $150,000 or less, to be allocated among the multiple awards made. Each awarded Vendor will receive a two-year unit price contract, for a not to exceed amount, and upon completed and accepted performance by Vendor, the City shall issue payment(s) in the applicable amount(s) sent forth per Contract for actual services requested, performed, and accepted.	Acknowledged and Agreed
PERIOD OF PERFORMANCE			
	#1	The two-year base-period of performance of any contract(s) resulting from this RFQ is scheduled to begin on or about August 1, 2026 and to end on July 31, 2028. Pricing shall remain firm throughout the first-year August 1, 2026 through July 31, 2027. The contract may be renewed for three (3) additional one-year contract periods, August 1, 202x through July 31, 202x, with annual price adjustments. The total contract period not to exceed five (5) years. Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement.	I acknowledge and agree
BIDDERS' REPRESENTATION			
	#1	BIDDERS' REPRESENTATION: Bidder by making its bid represents that it has read and understands the bidding documents. Bidder has reviewed RFQ 6581-26 Bid Document and Attachments located in the bid Documents Tab.	Acknowledged and Agreed
SCOPE OF WORK			

#1	Scope of Work. Awarded Vendor will be responsible for furnishing all labor, traffic control, materials, tools, equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the services described in this RFQ and referenced specifications. The apparent silence or omission as to any detail of any services to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the specifications shall be interpreted on this basis.	I acknowledge and I understand
#2	Scope of Work. The awarded Vendor shall provide Pneumatic Tube Traffic Counts, via Automatic Traffic Records (ATR) – Data Collection Services, throughout the City of Spokane, as-needed, providing the Street Department with vehicle classification counts. Vendor must be able to conduct and complete traffic counts at multiple locations simultaneously, if required, and deliver completed post processed reports in electronic format to the City. It is estimated that a count-period-time per location would be for a minimum of 72 hours, between Monday through Friday. Counts would only be requested when weather permits and road conditions are acceptable.	I acknowledge and agree
#3	Service Description. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#3.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
#4	Technical Requirements. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#4.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
#5	Applicable Laws and Standards, Sections 5. - 5.4. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#5.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
#6	Qualifications, Sections 6 - 6.4. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#6.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
#7	Pneumatic Tube Count (ART), Sections 7 - 7.3. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#7.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
#8	Performance, Sections 8 - 8.3.1.1. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#8.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
#9	Safety, Section 9. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#9.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
#10	Accuracy, Sections 10 - 10.7. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#10.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
#11	Processing, Sections 11 - 11.8.4. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#11	If you took exception as stated in RFQ 6581-26, explain in detail.	
#12	Processing, Sections 11 - 11.8.4. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken

	#12.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
PRICING			
	#1	Definition: All-Inclusive Unit Price is defined as: A single, firm-fixed, flat fee cost comprised of all costs and any expenses necessary to accomplish a 72-hour count per-location, between Monday through Friday, “and” to produce and provided properly formatted reports required under the contract. It does not include Washington state sales tax.	I acknowledge and I understand
BID			
	#1	Bidder Must Compete 'Bid Proposal' Pages 13 - 14 of the RFQ 6581-26 bid document in the 'Documents' tab, complete, and upload the completed document here:	Spokane RFQ 6581-26 1.pdf
	#2	Evaluation: For evaluations, Bidder’s all-inclusive unit price (as defined) to accomplish a 72-hour count per-location would be compared, and Bidder’s All-Inclusive Cost Per Hour Exceeding a 72-Hour Count Period as Requested by the City.	Acknowledged and Understood
	#3	Bidders must submit cover letters stating qualifications for supplying services to the City of Spokane. Upload Letter Document.	Cover Letter.pdf
ADDENDA			
	#1	How Many Addenda Do You Acknowledge Receipt Of? Please Enter Number. If none were issued enter ZERO.	ZERO
BIDDER INFORMATION			
	#1	Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Dan Franz, dfranz@qualitycounts.net, 916.730.2478
	#2	DocuSign Point of Contact: Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract:	Dan Franz, dfranz@qualitycounts.net, 916.730.2478
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	Limited Liability Company in Oregon
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT			
	#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business license and City of Spokane endorsement. See Doing Business in Spokane - City of Spokane, Washington for additional resources (https://my.spokanecity.org/business/doing-business) . If the Bidder does not believe it is required to obtain a business registration, complete the Business License Exemption Request Form and submit to City Taxes & Licensing to request an exemption status determination. (https://static.spokanecity.org/documents/business/doingbusiness/business-license-exemption-request-form-2025-05-22.pdf)	Acknowledged and Agreed
	#2	City of Spokane Business Registration Number:	602626376
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
INTERLOCAL PURCHASE AGREEMENTS			
	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Bidder agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the selected Bidder's review and approval at the time of a requested contract. The Selected Bidder's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
INVOICING			
	#1	Invoicing. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab? 	No Exceptions Taken
	1.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
PAYMENT			
	#1	Payment. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
	#2	If you took exception as stated in RFQ 6581-26, explain in detail.	
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 ITB.	Certifies No Agreement Was Entered
TERMS AND CONDITIONS			
	#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I do not agree and I do not acknowledge", include requested exception on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I acknowledge and I understand
	#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 DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	If you have additional information/documents to submit, upload them here.	
	#2	If you have additional information/documents to submit, upload them here.	
	#3	If you have additional information/documents to submit, upload them here.	

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

CITY OF SPOKANE
Purchasing Center
915 N. Nelson Street
Spokane, Washington 99202
(509) 625-6527

REQUEST FOR QUOTE

RFQ NUMBER: **6581-26** TITLE: **Pneumatic Tube Traffic Counts (ATR) – Data Collection Services, As-Needed -Unit Price** BID COORDINATOR: Rick Rinderle, City of Spokane Purchasing Department QUESTION DEADLINE: **Wednesday, June 24, 2026, at 9:00AM.**	BID DUE DATE: **Wednesday, July 1, 2026** TIME: 9:00 AM Bid Submittal: All Bids shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com before the bid due date and time.

BID SUBMITTED BY:

COMPANY_____

MAILING ADDRESS_____

_____

PHYSICAL ADDRESS_____

_____

PHONE NUMBER_____

E-MAIL ADDRESS_____

Rick Rinderle

Rick Rinderle
Purchasing

BACKGROUND

1. The City of Spokane, Street Department is initiating this Request for Quote (RFQ) to solicit Bids from Vendors to provide vehicle classification counts throughout the City, as-needed via Pneumatic Tube Traffic Counts on arterials, via Automatic Traffic Records (ATR) – Data Collection Services, during the annual collection season from April 1st to October 31.

1.1 It is anticipated that there will be several unit-price contracts awarded from this RFQ to enable the Street Department the flexibility to allocate service request among awarded Vendors to prevent inundation, and to best meet City's needs.

1.2 The total combined two-year annual expenditure is estimated to be $150,000 or less, to be allocated among the multiple awards made. Awarded Vendor(s) would receive a two-year base-period, unit price contract, to be valid from approximately August 1, 2026 and to end on July 31, 2028, for a not-to-exceed amount. The City shall issue payment(s) in the applicable amount(s) sent forth per Contract for actual services requested, performed, and accepted.

1.3 Unit pricing shall remain firm throughout the first year, August 1, 2026 through July 31, 2027. The contract may be renewed for three (3) additional one-year contract periods, August 1, 202x through July 31, 202x, with annual price adjustments. The total contract period not to exceed five (5) years. Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement.

INSTRUCTIONS TO BIDDERS

1. **SUBMISSION OF BIDS.**
Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Bid Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted

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 AM on the bid due date**.

2. **BIDDERS' REPRESENTATION.**
Each bidder by making its bid represents that it has read and understands the bidding documents.

3. **SUBSTITUTIONS.**

A. Each bidder represents that its bid is based upon the materials and equipment described in the bidding documents.

B. No substitution will be considered unless written request has been submitted to the City department representative for approval at least five (5) days prior to the date for receipt of bids. Each request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, manufacturer,

warranty, availability of qualified and trained installers, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.

C. If the City department representative approves any proposed substitution, the approval will be set forth in an addendum.

4. **INTERPRETATION.**
If a bidder discovers any errors, discrepancies or omissions in the bid specifications, or has any questions about the specifications, it shall notify the City department representative in writing submitting ALL questions through the Bid's Clarification Tab within ProcureWare. Any addenda issued by the City will be incorporated into the contract.

5. **WITHDRAWAL OF BIDS.**
The bidder may make written request to the City for withdrawal of a sealed electronic bid prior to the scheduled opening. Unless otherwise specified, no bid may be withdrawn for a minimum of seventy-five (75) calendar days after the bid due date.

6. **BIDDING ERRORS.**
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 its Bid.

7. **REJECTION OF BIDS.**
The City reserves the right to reject any or all bids, to waive minor deviations from the specifications, to waive minor informalities in bidding, whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.

8. **BIDDER PREQUALIFICATION.**

Bidder must be licensed to do business in the State of Washington.

Bidder must be engaged in the business of providing traffic counting vehicle classification data by conducting traffic counting for a minimum of two years within the last five years.

Prior to the award of contract, the apparent successful bidder(s) shall be required to submit evidence of sufficient facilities, equipment, certified or trained workers with project experience and financial ability to ensure completion of the work, unless waived by the City.

9. **AWARD OF CONTRACT.**
Award of contract(s), when made by the City, will be to the lowest responsive responsible bidder(s). INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.

10. **MULTIPLE AWARDS**
More than one Contract may be awarded to enable Street Department the flexibility to allocate service requirements among awarded Vendors to prevent inundation, and to best meet City's needs. Award of Contract(s) will be to the Bidders whose Bids are most favorable to the City. Resulting optional (non-exclusive) use.

The City reserves the right to select among awarded Vendors when requesting services. Items that may impact the City's decision to request service(s) with a Vendor(s) to meet the City's needs may include, but is not limited to: Vendor's Unit Pricing, Vendor's Availability and Lead Time.

11. **EXECUTION OF CONTRACT.**
Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance, unless otherwise mutually agreed by the City and Contractor.

12. **PAYMENT.**
Bidder acknowledges that payment shall be made via direct deposit/ACH (except as provided by state law) Net 30, after the accepted of performance of requested services and acceptance of required data reports. 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.

13. **INVOICING.**
Invoices must be submitted to StreetAccounting@spokanecity.org within 30 days of acceptance of requested services to include acceptance of required data reports. • All Invoices shall include type of services performed and the Street's point-of-contact who requested services and who approved completed services. •Invoices shall reference and list OPR #2026-XXXX. • The City shall issue payment(s) in the applicable amount(s) sent forth per Contract for actual services requested, performed, and accepted. Original invoices are required and shall not be approved for payment until requested services have been accepted.

14. **CONTRACTOR REGISTRATION.**
The City is prohibited from executing a contract with a contractor who is not registered or licensed as required by state law.

15. **PERIOD OF PERFORMANCE.**
Generally, the data collection season is from April 1st to October 31, as studded tires are legal from November 1st to March 31st and are damaging to Pneumatic Tubes.

The two-year base-period of performance of any contract(s) resulting from this RFQ is scheduled to begin on or about August 1, 2026 and to end on July 31, 2028. Pricing shall remain firm throughout the first-year August 1, 2026 through July 31, 2027. The contract may be renewed for three (3) additional one-year contract periods, August 1, 202x through July 31, 202x, with annual price adjustments. The total contract period not to exceed five (5) years. Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement.

16. **GUARANTY.** The Vendor guarantees submitted data collection reports for one (1) year following acceptance. If any unsatisfactory conditions are later realized within that time, the Vendor shall immediately take needed actions place to satisfactory resolve any note issues, to include reperformance at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City.

17. **LIQUIDATED DAMAGES.** In the event the bidder is awarded the contract and fails to complete as-needed requested services within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of $0.00 per working day until the work is satisfactorily completed.

18. **PROPRIETARY INFORMATION/PUBLIC DISCLOSURE.**

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

19. **OWNERSHIP OF DOCUMENTS.**

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

20. **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. Workers' Compensation Insurance in compliance with RCW 51, which requires subject employers to provide Worker's Compensation coverage for all their subject workers and Employers Liability Insurance (Stop Gap) in the amount of $1,000,000.

Note: Workers Compensation may not be listed on the COI since WA businesses are required to obtain through L & I. Employers Liability or Stop Gap is separate coverage and can be found under the GL or in the Workers Compensation section on COI.

B. General Liability Insurance on an occurrence basis, of not less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.

i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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 as applicable.

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

Certificate of Insurance shall state Certificate Holder: City of Spokane, 808 W Spokane Falls Blvd Spokane, WA 99201.

21. **ELECTRONIC BID INSTRUCTIONS.**

Bidders must go online to the City's Bidding Portal (https://spokane.procureware.com) to submit bid prices and other documentation as requested. Bidders are asked to read the Welcome Screen and register if they have not done so previously. Once on the bidding portal, follow the steps below to enter the **electronic bid**:

I. Click on **"Bids"** located on the left hand column.
II. Find the applicable project and click the **"Project Number"**.
III. Click on the **"Response"** tab.
IV. In the "Questions" tab, upload required scanned documents into the bid portal by clicking on **"Browse"** for each item.
V. Click on the **"Pricing"** tab and enter pricing as requested. A **"Comment"** field is available if needed.
VI. Once both the Questions and Pricing information has been entered, the yellow **"Question Response and Pricing Response"** information message will change from incomplete to complete. Then the **"Submit"** button will become available.
VII. Click the **"Submit Bid"** button and review the terms and conditions, popup window that appears. If you agree to the terms and conditions, click the **"I Accept and Submit this Bid"** button.
VIII. If you want to remove your bid, click the red **"Withdraw Bid"** button in the **"Response"** tab for the appropriate bid.

SCOPE OF WORK

1. Awarded Vendor will be responsible for furnishing all labor, traffic control, materials, tools, equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the services described in this RFQ and referenced specifications. The apparent silence or omission as to any detail of any services to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the specifications shall be interpreted on this basis.

2. The awarded Vendor shall provide Pneumatic Tube Traffic Counts, via Automatic Traffic Records (ATR) – Data Collection Services, throughout the City of Spokane, as-needed, providing the Street Department with vehicle classification counts. Vendor must be able to conduct and complete traffic counts at multiple locations simultaneously, if required, and deliver completed post processed reports in electronic format to the City. It is estimated that a count-period-time per location would be for a minimum of 72 hours, between Monday through Friday. Counts would only be requested when weather permits and road conditions are acceptable.

3. SERVICE DESCRIPTION.
   - Generally, the data collection season is from April 1st to October 29th (studded tires are legal from Nov 1st to March 31st and are damaging to tubes.
   - Tubes perpendicular to traffic flow.
   - Correct and even separation, according to manufacturer.
   - Tubes correctly stretched (differs depending on temperature). Too tight will pinch off air pulses, too loose will cause tubes to roll, no longer be perpendicular to traffic or cause a double hit slap.
   - Avoid large puddles where tubes may siphon water.
   - Avoid stretching tubes across large voids where vibration can cause “double hits”.
   - Count location for no less than 48hours.
   - Count arterials between cross arterials.
   - Do not place tubes near intersections, driveways, or alleyways (avoiding diagonal hits).
   - Do not secure chain for counter to private property.
   - Depending on signal and corridor, place tubes a sufficient distance from signals.
   - Do not place tubes on a curve.
   - Do not place tubes in a location where they can be parked on or will be consistently stopped on (i.e. too close to a controlled intersection where vehicle backups may occur).
   - Do not place tubes in a location where a traffic queue will build up on them (i.e. too close to a controlled intersection where vehicle backups may occur).
   - Classification count set up generally used (unless count is in the Central Business District).
   - Counters tested annually.
   - Tubes tested monthly.
   - Tube length between 40’ and 60’.
   - Set equipment timepiece prior to installation.
   - Scheduling when to set counters
     - Researching when traffic generating events such as fairs, concerts, sporting events, etc. are occurring.

- Researching when traffic adjusting events such as street construction, signal changes, Avista gas valve changes, etc. are occurring.
- Place mastic correctly to reduce chances of double counts

4. TECHNICAL REQUIREMENTS: Classifying vehicles is a critical component of collecting traffic data.

5. APPLICABE LAWS AND STANDARDS.
The vendor shall provide the specified service requirements in accordance with all federal, state and local applicable laws, standards and regulations necessary to perform the services, including, but not limited to:

5.1 Traffic Monitoring Guide (TMG) Federal Highway Administration (FHWA), October 2016
https://www.fhwa.dot.gov/policyinformation/tmguide/tmg_fhwa_pl_17_003.pdf

5.2 U.S. Department of Transportation Federal Highway Administration "Highway Performance Monitoring System (HPMS). – Section 3.2 "Best or Most Common Practices", November 7, 2014
https://www.fhwa.dot.gov/policyinformation/hpms/volumeroutes/ch3.cfm#a2

5.3 Washington State Department of Transportation (WSDOT), "Short Count Factoring Guide" March 2026
https://wsdot.wa.gov/sites/default/files/2026-04/Short-Count-Factoring-Guide-2026.pdf

5.4 WSDOT, "Guide for Interpreting Short Duration Traffic Count Reports" May 2020
https://www.wsdot.wa.gov/mapsdata/travel/pdf/Guide_for_Interpreting_Short_Duration_Traffic_Count_Reports.pdf

6. QUALIFICATIONS.

6.1. Be a company engaged in the business of providing traffic counting vehicle classification data by conducting traffic counting for a minimum of two years within the last five years.

6.2. Involved personnel must have a minimum of two years' experience within the last five years in conducting and managing vehicle classification counts for federal, state or local governmental entities or institutes of higher education.

6.3. The respondent shall submit a minimum of three references to substantiate the qualifications and experience requirements for similar services completed for two years within the past five years. References shall illustrate respondent's ability to provide the services outlined in the specification.

6.4. Subcontracting is not permitted under this contract without prior written consent of the City.

7. PNEUMATIC TUBE COUNT (ATR).

7.1 Installation and maintenance of counters and associated equipment is the sole responsibility of the Vendor.

7.1.1 Any work on the roadway where there will be a disruption of roadway traffic will require a minimum of 48-hour notice during regular business days. Any lane closures will require a City obstruction permit and will be paid at the Firm's cost. Work in the travel lanes shall not be allowed between the hours of 7-9 a.m. and 3-6 p.m. without prior authorization by the Street Department POC. Vendor shall present for approval to the Streets Department POC a verbal proposal, followed up by email, outlining the sequence of the work that was verbally discussed. Any work requiring traffic control

shall be accompanied by a traffic control plan for approval by the agreement administrator prior to working on the road. Any permit fees required to complete the work shall be reimbursed as an invoice item. Mark-up for permit fees will not be paid.

7.1.1.1 Any temporary traffic control shall be furnished and paid by the Vendor. Any traffic control required to complete the work shall be reimbursed as an invoice item. Associated cost for traffic control would be addressed should need arise, and a determination would be made if cost would or would not be subject to prevailing wage, requiring and intents or affidavits to be filed.

7.2 ACCURACY:

7.2.1 All counters must be tested annually, prior to the count season, to ensure that their count deviation does not exceed 2%. Documentation to be provided by Contractor to City.

7.2.2 All counters must be checked against a simultaneous manual count at the beginning of a count. The device and the manual count must be taken for at least two hours at the location requested. The classification device must be within 5% of the manual count in each vehicle category. The volume recorded by the device must be within 3% of the volume determined by the manual count. The total classification recorded must assign no more than 10% of total traffic to the “unclassified” category.

7.2.3 Acceptable counts will be conducted in compliance with the FHWA Traffic Monitoring Guide. This program is designed to utilize, at a minimum, 48-hour short counts, to produce AADTs with a confidence level of 95% as the criterion of the coverage count program.

7.2.4. Pneumatic tubes for Classification counts shall not cover more than two lanes.

7.2.5 Equipment must be inspected daily for damage and vandalism.

7.3. CLASSIFICATION: Vehicle classification counts will be based on the FHWA 13 Vehicle Category Classification described in the FHWA TMG, with an additional column for unclassified vehicles. See Appendix A.

8. PERFORMANCE.

8.1 Vendor will designate a representative who will be available during regular City business hours to serve as a primary contact for the City.

8.2 The Street Department, will request as-needed services, via email with Vendor, or the Street Department may request Vendor propose location(s) and date(s) of count to be communicated to the City for review and approval.

8.3 Vendor must provide Street Department point of contract (POC) who requested service, a written confirmation, via email, of all service request with 48 hours of receipt during regular workdays.

8.3.1 Vendor must coordinate with Street POC who requested services confirming requested services would be completed as requested, or jointly reach a mutual agree developing a time line when requested services would be completed.

8.3.1.1 Exceptions will be allowed for delays that are beyond the control of the Vendor. These include changes made by the request of Street Department POC who requested services, unforeseen road closures or detours, and hazardous weather such as snow and ice that makes it impossible to count.

The Vendor must notify, in writing (email), the agreement administrator immediately of work delays and request a new deadline for completion of the work.

9. SAFETY.
All counting operations are to be conducted with the safety of the crew and motoring public as the priority. The contractor shall follow all Department of Transportation safety requirements and recommendations. Should the contractor conclude that data collection at any site is not possible or presents unacceptable risk, the Contractor shall notify the City in writing within five calendar days of the site visit. Notification shall consist of identification of the location and a full description of the problem.

10. ACCURACY.

10.1 Any traffic count or report deemed inaccurate or incomplete by the City will be redone at the Vendor's expense.

10.2 Unless specifically requested by the City, no part of a regularly scheduled Week Day or Weekend count may contain data collected during holiday intervals observed by the City.

10.3 Unless specifically requested by the City, no part of a regularly scheduled Week Day or Weekend count may contain data collected during holiday/break intervals observed by the local school districts.

10.4 Device timepieces are to be synchronized to the national standard prior to any count starting.

10.5 Unless specifically requested by the City, a count will not be performed on a Monday or Friday.

10.6 If traffic flow is affected directly or indirectly by construction work or any other abnormal condition (fairs, events, etc.) at the time data collection begins, or while traffic data collection is in progress, the Vendor shall immediately stop data collection and notify the City.

10.7 All requests are for new counts, the use of existing counts with growth rates applied are not acceptable.

11. PROCESSING:

11.1 Ensure that the equipment ID# is clearly shown on each traffic count sheet.

11.2 If applicable, ensure that the City count station ID# is clearly shown on each traffic count sheet.

11.3 Provide raw data only; do not apply any factoring (seasonal, growth, etc.).

11.4 Excel files in fifteen minute intervals to be supplied to City.

11.5 PDF reports (formatted similar to City of Spokane reports) in sixty minute intervals to be supplied to City.

11.6 Manual counts taken during count process to be supplied to the City.

11.7 For multi-direction counts, Direction 1 on reports will be NB or EB traffic, Direction 2 will be SB or WB traffic.

11.8 Example File naming format shall be “Division04200N (L6) Spd:

11.8.1 Road-name. “Division”

11.8.2 Five space place holder for block number location. “04200N”

11.8.3 Type of count taken. “(L6)”

11.8.4 On pdf reports, include type of report. “Spd”, “Vol”, “Class”

12 EXPANSION FOR NEW WORK: Any resulting Contract scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section, and/or not specified in the original ITB as intended work for the resulting Contract) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Contractor at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Contract. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

PRICING

1. **Definition**: All-Inclusive Unit Price is defined as: A single, firm-fixed, flat fee cost comprised of all costs and any expenses necessary to accomplish a 72-hour count per-location, between Monday through Friday, “and” to produce and provided properly formatted reports required under the contract. It does not include Washington state sales tax.

2. 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 Vendor or paid by the City as use tax

3. Awarded Vendor(s) shall receive a unit-priced contract for a not-to-exceed amount. Orders will be placed as needed throughout contract term. Payment would only be made for actual services requested, performed and accepted, in accordance with the current contract unit pricing.

3.1 Payment will only be made for accurate and complete traffic counts inclusive of reports. There will be not payment for partial or inaccurate data. Any traffic count or report deemed inaccurate or incomplete by the City will be redone at the Vendor’s expense.

4. Quantities: The City cannot guarantee annual quantities of counts locations required. It is estimated that a count-period-time per location would be for a minimum of 72 hours, between Monday through Friday. Counts would only be requested when weather permits and road conditions are acceptable.

5. Bidder must complete “RFQ Pricing Page” and submit with its bid to be consider responsive.

5.1 Unit Pricing will remain firm for the first year, 8/1/2026-7/31/2027. Annual Unit Pricing Adjustments will be considered on an annual basis thereafter.

5.2 The Vendor must request unit price adjustments in writing with a minimum of thirty (30) day advance notice from the “anniversary date of award”. Backup documentation must be included to help substantiate the Vendor's request. Pricing adjustments must be agreed upon by both parties.

5.3 Price adjustments must apply to all or broad classes of customers and shall in no way single out the City.

5.4 Retroactive price increase adjustments will not be considered.

5.5 Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Contract.

6. ADDITIONAL TYPES OF TRAFFIC COUNTS. To ensure the City needs are meet at any future point(s) in time during the life of resulting contract, to include any renewals, the City reserves the right to contact awarded Vendor(s) to inquire if Vendor(s) offers additional that additional type(s) of vehicle classification counts in addition to Pneumatic Tube Count (ATR), and if so, the City would obtain Vendor(s) applicable unit pricing, that would be subject to annual pricing adjustments, and the City would reserve the right to request additional types of traffic counts from Vendor(s) via an Amendment to Contract.

BID EVALUATION

1. Award of contract(s) will be to lowest responsive responsible bidder(s).

2. For evaluations, Bidder’s all-inclusive unit price (as defined) to accomplish a 72-hour count per-location would be compared, and Bidder’s All-Inclusive Cost Per Hour Exceeding a 72-Hour Count Period as Requested by the City.

3. To assist in determining responsible-bidder, Bidder must submit a cover letter attesting it is engaged in the business of providing traffic counting vehicle classification data by conducting traffic counting for a minimum of two years within the last five years, and state types of count services provided (e.g.: Tube, Manual, Video…)

ATTACHMENTS

Bid Proposal Pricing Pages (Page Numbers 13 and 14)
Must Be Completed And Uploaded Into ProcureWare

FHWA’s 13 Vehicle Category Classification (Page Number 15)

Terms and Conditions (5 pages) Located in the 'Documents' tab of the ProcureWare Bid.

These Next Two Pages (Pages #13 - 14) Comprising Bid Proposal Must be COMPLETED ENTIRELY and Uploaded Into ProcureWare Via The Response Tab, Bid Section Question Number #1.

BID PROPOSAL.

To: City of Spokane, Purchasing Center
Members of the City Council
City of Spokane, Washington

PROJECT: # **RFQ xxxx-26**
Pneumatic Tube Traffic Counts (ATR) – Data Collection Services, As-Needed -Unit Price

ALL-INCLUSIVE UNT PRICE DEFINED: All-Inclusive Unit Price is defined as a single, firm-fixed, flat fee cost comprised of all costs and any expenses necessary to accomplish a 72-hours count per-location, between Monday through Friday, "and" to produce and provided properly formatted reports required under the contract. It does not include Washington state sales tax.

UNIT PRICING: Shall remain firm throughout the first year, 8/1/2026-7/31/2027. Annual Unit Pricing Adjustments will be considered on an annual basis thereafter, in writing with a minimum of thirty (30) day advance notice from the "anniversary date of award". All Unit Pricing increases will be provided with justification for such price increase and must be agreed upon by both parties.

EVALUATION: For evaluations, Bidder's all-inclusive unit price (as defined) to accomplish a 72-hour count per-location would be compared, and Bidder's All-Inclusive Cost Per Hour Exceeding a 72-Hour Count Period as Requested by the City.

QUANTITIES: The City cannot guarantee annual quantities of counts locations required. It is estimated that a count-period-time per location would be for a minimum of 72 hours, between Monday through Friday. Counts would only be requested when weather permits and road conditions are acceptable**.**

PAYMENT: Awarded Vendors shall receive a unit priced contract, August 1, 2026 through October 31, 2027, for a not-to- exceed annual amount. Orders will be placed as needed throughout contract term. Payment would only be made for actual services requested, performed and accepted, in accordance with the current contract unit pricing.

SALE 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 unit pricing. All submissions shall be tabulated by the City who will apply the applicable sales tax rate to bids.

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

BID OFFER. The Unit Prices listed in this bid proposal is tendered as an offer to do all work, furnish all labor, traffic control, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described in bid documents and attachments. The bidder proposes to do the services at the following unit prices:

August 1, 2026 Through October 31, 2027.

Prices shall be firm throughout the first year of contract period.
Annual Unit Pricing Adjustments will be considered on an annual basis thereafter, in writing with a minimum of thirty (30) day advance notice for the "anniversary date of award".

DESCRIPTION	All-Inclusive Cost Per 72-Hour Count	Advance Lead Time Required To Perform Service
Definition: All-Inclusive Unit Price is defined as: A single, firm-fixed, flat fee cost comprised of all costs and any expenses necessary to accomplish a 72-hours count per-location, between Monday through Friday, "and" to produce and provided properly formatted reports required under the contract. It does not include Washington state sales tax.	$ $660	2 Calendar Days
DESCRIPTION	**All-Inclusive Cost Per Hour Exceeding a 72-Hour Count Period as Requested by the City**	
Should the City request Vendor to provide a count-period greater than a 72-hour count period, Vendor shall state its all-inclusive cost for each exceeding hour.	$ $9	

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

Name of Bidder: Quality Counts

Signature of Bidder's Authorized Representative

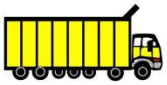
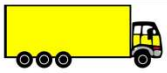
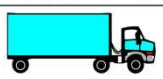
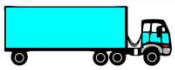
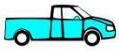
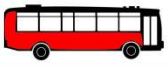
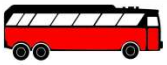
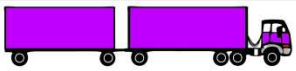
Printed Name Dan Franz

Title Director of Operations

Email *Address* dfranz@qualitycounts.net

Phone 503 620 4242

FHWA'S 13 VEHICLE CATEGORY CLASSIFICATION

Class 1 Motorcycles		**Class 7** Four or more axle, single unit	
Class 2 Passenger cars			
			
		Class 8 Four or less axle, single trailer	
Class 3 Four tire, single unit			
		**Class 9** 5-Axle tractor semitrailer	
Class 4 Buses		**Class 10** Six or more axle, single trailer	
			
		Class 11 Five or less axle, multi trailer	
Class 5 Two axle, six tire, single unit		**Class 12** Six axle, multi-trailer	
			
		Class 13 Seven or more axle, multi-trailer	
Class 6 Three axle, single unit			

TRUE DATA TO IMPROVE MOBILITY

City of Spokane
Purchasing & Contracts
915 N. Nelson St.
Spokane, WA 99202

Re: RFQ #6581-26 – Pneumatic Tube Traffic Counts (ATR) – Data Collection Services, As-Needed – Unit Price

Dear Mr. Rinderle,

It is our pleasure to submit this quote to provide Pneumatic Tube Traffic Counts (ATR) – Data Collection Services to the City of Spokane. Quality Counts (QC) is a nationwide leader in traffic data collection with more than 20 years of experience supporting state DOTs, MPOs, counties, municipalities, and engineering consultants. We are engaged in the business of providing traffic counting and vehicle classification data and have continuously performed these services for well over two decades. Our capabilities include pneumatic tube counts, video-based traffic counts, turning movement counts, pedestrian and bicycle counts, speed studies, travel time studies, vehicle classification counts, and other traffic data collection services used to support transportation planning, engineering, and operations.

QC is already a trusted partner to the City of Spokane. Since being awarded the City's Traffic Data Collection On-Call Services contract in 2025, we have successfully supported Spokane with responsive, accurate, and reliable traffic data collection services. Because our local team, equipment inventory, project management staff, and established communication processes are already in place, this contract represents a seamless extension of our existing services. Adding pneumatic tube ATR counts to our current workload requires no additional infrastructure or mobilization effort and fits naturally into the workflows we have established with City staff over the past year.

Firm Experience & Local Presence – QC has maintained a strong presence in eastern Washington since 2021 through our Athol, Idaho office, allowing us to provide rapid response throughout the Spokane region. Dan Franz, located just minutes from Spokane, will serve as Project Manager and primary point of contact for the City. Our local staff regularly perform traffic data collection throughout eastern Washington and are familiar with Spokane's roadway network, permitting processes, scheduling requirements, and seasonal conditions. This local presence enables us to respond quickly to as-needed requests while maintaining consistent communication and dependable turnaround times.

Qualifications & Capacity – QC exceeds the qualifications established in this RFQ. We have conducted traffic counting and vehicle classification services for hundreds of public agencies nationwide, including numerous Washington agencies. Our technicians are experienced in installing, maintaining, and validating pneumatic tube counters in accordance with FHWA Traffic Monitoring Guide recommendations and WSDOT guidance. Our quality assurance procedures include equipment calibration and testing, manual count validation, routine field inspections, and thorough post-processing review to consistently deliver accurate vehicle classification data and reports meeting agency requirements. Our extensive equipment inventory and experienced field staff also allow us to complete multiple simultaneous assignments while maintaining the responsiveness required for on-call services.

Reliable Delivery & Proven Performance – QC understands the City's expectations for accurate vehicle classification counts, timely communication, and dependable service throughout the annual collection season. Our established Spokane team is already accustomed to coordinating as-needed task requests, scheduling installations around weather, construction, and special events, and delivering complete electronic reports in the formats required by our clients. Because we are already supporting the City under its existing traffic data collection contract, we can immediately integrate these ATR assignments into our ongoing operations while providing the same high level of responsiveness and quality the City has come to expect.

TRUE DATA TO IMPROVE MOBILITY

QC has no current or former employees from participating agencies on our staff or governing board within the last twelve months. We acknowledge and agree to comply with all requirements, specifications, and terms outlined in RFQ #6581-26.

We appreciate the opportunity to continue serving the City of Spokane and look forward to expanding our partnership through this contract. Thank you for your consideration. If you have any questions, please feel free to contact me directly at 916.730.2478 or dfranz@qualitycounts.net

Sincerely,

Dan Franz
Director of Operations

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: QUALITY COUNTS LLC

Business name: QUALITY COUNTS LLC

Entity type: Limited Liability Company

UBI #: 602-626-376

Business ID: 001

Location ID: 0002

Location: Active

Location address: 15615 SW 74TH AVE
STE 100
TIGARD OR 97224-7998

Mailing address: 15615 SW 74TH AVE
STE 100
TIGARD OR 97224-7998

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Kelso General Business - Non-Resident	A043770			Active	Feb-28-2027	Feb-12-2026
Ridgefield General Business - Non-Resident				Active	Mar-31-2027	Mar-31-2026
Spokane General Business - Non-Resident				Active	Feb-28-2027	Feb-28-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CUMMINGS, TRAVIS PERRY	Manager
QC HOLDINGS, INC.	

The Business Lookup information is updated nightly. Search date and time: 7/9/2026 7:38:20 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): 7/8/2026

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

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

PRODUCER
Edgewood Partners Ins. Center
3780 Mansell Rd. Suite 370
Alpharetta GA 30022

CONTACT NAME: Greyling/EPIC COI Team
PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No):
E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Massachusetts Bay Insurance Company	22306
INSURER B : Allmerica Financial Benefit Ins Co	41840
INSURER C : The Hanover Insurance Company	22292
INSURER D : SiriusPoint Specialty Insurance Corp	16820
INSURER E : Coalition Insurance Solutions, Inc.	29530
INSURER F :	

INSURED QUALITYCOUNTS01
Quality Counts, LLC
15615 SW 74th Ave
Portland OR 97224-7988

COVERAGES **CERTIFICATE NUMBER:** 983740096 **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	ZD2J63800002	2/1/2026	2/1/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X WA Stop Gap						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	AW2J61461002	2/1/2026	2/1/2027	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)	$
								$
C	X UMBRELLA LIAB X OCCUR	Y	Y	UH2J63800102	2/1/2026	2/1/2027	EACH OCCURRENCE	$ 6,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 6,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	WD2J90576701	2/1/2026	2/1/2027	X PER STATUTE OTH-ER	
	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
D	Prof Liab incl. Pollution		Y	PROVAE000021401	2/1/2026	2/1/2027	Per Claim/Aggregate	$3M/$3M
E	Cyber Liability			C4LPX220715CYBER2026	2/1/2026	2/1/2027	Per Claim/Aggregate	$2M/$2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: RFQ 6581-26.

Contractual Liability is included under the General Liability Policy. City of Spokane, its officers and employees are additional insureds on the above referenced liability policies with the exception of workers compensation & professional liability but only with respect to the Company's services to be provided under this Agreement where required by written contract. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder. The only policy referenced above that has a deductible is the Professional Liability policy and that deductible is $25,000.
See Attached...

CERTIFICATE HOLDER

City of Spokane
808 W Spokane Falls Blvd
Spokane WA 99201-3333

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: QUALITYCOUNTS01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Edgewood Partners Ins. Center	Quality Counts, LLC 15615 SW 74th Ave Portland OR 97224-7988
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

With regards to Stop Gap:
G. EMPLOYERS' LIABILITY STOP GAP COVERAGE
1. This coverage applies only in North Dakota, Ohio, Washington, and Wyoming.
2. Part One - WORKERS' COMPENSATION INSURANCE does not apply to work in states shown in Paragraph 1. above.
3. Part Two - EMPLOYERS' LIABILITY INSURANCE applies in the states shown in Paragraph 1. as though they were shown in Item 3.A. of the Information Page.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

(1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or

(2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to **SECTION IV – BUSINESS AUTO CONDITIONS,** Paragraph **B. General Conditions,** subparagraph **5. Other Insurance:**

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured,** subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

(1) For the sole negligence of the additional "insured"; or

(2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or

(3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;

2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and

3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED BY CONTRACT OR AGREEMENT – WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Additional Insured – Written Contract, Agreement or Permit

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

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

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

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

(4) "Your work" for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products-completed operations hazard" provided that:

(a) This Coverage Part provides such coverage; and

(b) The written contract, agreement or permit requires such coverage for the additional insured.

b. If the written contract or agreement specifically requires you to add an additional insured to your policy via endorsement CG 20 10 11 85, CG 20 10 10 93, CG 20 10 03 97, CG 20 10 10 01 or endorsement CG 20 37 10 01, then the words "caused in whole or in part by"' in paragraph **a.** above are replaced by the words "arising out of".

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

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

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

(3) Is primary to and will not seek contribution from any other insurance available to such additional insured provided that:

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

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

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

d. This provision does not apply:

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

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

(3) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the additional insured.

(4) To any lessor of equipment:

(a) After the equipment lease expires; or

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

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(5) To any:

(a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or

(b) Managers or lessors of premises if:

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

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

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

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

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

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

1. Required by the written contract, agreement or permit described in paragraph **A.a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to this policy.

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/23/2026

Date Rec'd	9/2/2026
Clerk's File #	OPR 2026-0788
Cross Ref #	EO 2026-0004
Project #	

Submitting Dept	WASTEWATER MANAGEMENT	**Bid #**	EMERGENCY
Contact Name/Phone	JAMES GEORGE 625-7908	**Requisition #**	
Contact E-Mail	JGEORGE@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	STORMWATER PROTECTION MATERIALS EMERGENCY PURCHASE		

Agenda Wording

In order to minimize the mobilization of ash and debris by stormwater runoff, the implementation of protection measures was necessary in the Northwest and Balboa/South Indian Trail neighborhoods impacted by the Old Trails fire. Post-fire aerial imagery was used to determine that there is roughly 10,000+ linear feet of paved surfaces that would serve as pathways for ash and debris to be transported by runoff from impacted properties into the right-of-way and storm sewer system. Compost wattles, compost to fill sandbags, geofabric, etc. was purchased with urgency to deploy as stormwater protection measures. The costs of materials for the response totals roughly $300,000. An initial purchase of $90,720.00 has been made through Aardvark Bark Blowing and Landscape Services, LLC for twenty-one (21) trailer loads of 8-inch by 16-foot Tuff Sock wattles filled with Barr-Tech green medium compost. There will be additional purchases made under the emergency non-competitive procurement justification form that was approved on August 13, 2026.

Summary (Background)

Purchase is exempt from competitive solicitation via emergency declaration EO 2026-0004

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. The emergency purchases in this briefing paper were in response to a force majeure event that is indiscriminate.

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?

This work is designed to manage costs and continue service delivery in support of all citizens and ratepayers. It will not impact race, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors. The emergency purchases in this briefing paper were in response to a force majeure event that is indiscriminate.

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. The emergency purchases in this briefing paper were in response to a force majeure event that is indiscriminate.

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. The emergency purchases in this briefing paper were in response to a force majeure event that is indiscriminate.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	$ 300,000
Current Year Cost	$ 300,000
Subsequent Year(s) Cost	$

Narrative

Purchase of 10,000+ linear feet of compost wattles, compost to fill sandbags, geofabric

Amount		**Budget Account**
Expense	$ 300,000	# 4330-43354-35148-53210-54923
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	GENNETT, RAYLENE	**PURCHASING**	PRINCE, THEA
Division Director	AVERYT, CHRIS		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

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jgeorge@spokanecity.org	

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 8, 2026
Submitting Department	Wastewater Management
Contact Name	James George III (Trey)
Contact Email & Phone	jgeorge@spokanecity.org 509-625-7908
Council Sponsor(s)	Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Stormwater Protection Materials Emergency Purchase
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	In order to minimize the mobilization of ash and debris by stormwater runoff, the implementation of protection measures was necessary in the Northwest and Balboa/South Indian Trail neighborhoods impacted by the Old Trails fire. Post-fire aerial imagery was used to determine that there is roughly 10,000+ linear feet of paved surfaces that would serve as pathways for ash and debris to be transported by runoff from impacted properties into the right-of-way and storm sewer system. Compost wattles, compost to fill sandbags, geofabric, etc. was purchased with urgency to deploy as stormwater protection measures. The costs of materials for the response totals roughly $300,000. An initial purchase of $90,720.00 has been made through Aardvark Bark Blowing and Landscape Services, LLC for twenty-one (21) trailer loads of 8-inch by 16-foot Tuff Sock wattles filled with Barr-Tech green medium compost. There will be additional purchases made under the emergency non-competitive procurement justification form that was approved on August 13, 2026.

Fiscal Impact

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

Total Cost: $300,000

Current year cost: $300,000

Subsequent year(s) cost: $0

Narrative: Purchase of 10,000+ linear feet of compost wattles, compost to fill sandbags, geofabric

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

Specify funding source: Program revenue

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

Expense Occurrence ☒ 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. The emergency purchases in this briefing paper were in response to a force majeure event that is indiscriminate.

- 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?

  This work is designed to manage costs and continue service delivery in support of all citizens and ratepayers. It will not impact race, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.

- 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.

EMERGENCY NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

CITY OF SPOKANE
808 W Spokane Falls Blvd
Spokane WA 99201

Date of Emergency: 8/13/2026

Department: Wastewater Management Department Contact Person: Raylene Gennett

Location of Emergency: Spokane Complex Fire Area

Estimated amount of this purchase: $ 300,000

Requested Vendor: Unknown at this time

Is an existing vendor? yes ☐ no ☐ if no fill out the following

Vendor's Address:

Vendor Contact (name, email, phone):

Please answer the following questions in order to document and justify the existence of public exigency or emergency that supports approving an exemption to competitive procurement requirements.

If Council approval of emergency is required then an accompanying resolution must be created and presented to City Council per City Council rules.

Approved emergency exemptions satisfy the procurement requirements, all other statutory requirements must be met (business license, insurance, contract, etc.)

Confirm the City standard terms and conditions for the defined scope of work has been submitted to the requested vendor to ensure compliance with applicable statutes and policies.

If the vendor has already provided a bid/proposal include that with your completed justification form.

1. Scope of Work: Provide a description of the product or service being procured.
This request is submitted under the Mayor's Emergency Declaration and Executive Order EO 2026-0004.
Compost socks for swales and catch basin inlets to keep the contaminates on-site from the burned areas. These compost socks will help to prevent contaminates from entering streets, swales, catch basins, the aquifer, and wastewater system.

2. Explain why a noncompetitive procurement is necessary, the justification should explain the nature of the public exigency or emergency, including specific conditions and circumstances that clearly illustrate why procurement other than through noncompetitive proposals would cause unacceptable delay in addressing the public exigency or emergency.
There are known and unknown contaminates in the burned areas. This emergency purchase is necessary for public health and safety and the environment, to reduce and/or eliminate contaminates from entering streets, swales, catch basins, aquifer, and wastewater system. These compost socks will keep burn debris on property prior to a rain event. The sooner we are able to install these socks, we will keep contaminates contained to each property and out of the right-of-way. We are requesting to forego the formal bid process. We are reaching out to various vendors to attempt to obtain the best price for purchased materials.

3. How long do you anticipate the exigency or emergency circumstances will continue?
It will depend on when the debris will be removed from the properties. We hope to have the initial compost socks installed within a month. This would be ideal to complete before any major storms. There could be circumstances that will require us to continue to identify more assets that need to be protected or replace them depending on how long they are deployed.

4. How long will the proposed contract be used for the defined scope of work?
If the duration is greater than the expected duration of the emergency (e.g. ongoing maintenance and monitoring after a repair) What is the impact should the additional contract duration be denied?
We are not proposing a contract at this time. In the future, if we require more materials than we initially purchased, we would likely utilize the formal competitive procurement process for additional supplies and materials.

5. Describe any known conflicts of interest and any efforts that were made to identify possible conflicts of interest before the noncompetitive procurement occurred. If a conflict of interest is unavoidable, such as due to exigent/emergency circumstances, explain how it was unavoidable and any steps taken to address the impact of that conflict of interest.
There are no known conflicts of interest with any vendors that we contacted for bids.

My department's recommendation for noncompetitive procurement is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to select the vendor for this emergency purchase.

Signature of Requestor (Must be an authorized Department Buyer)	8/13/2026 Date
Raylene Gennett (Aug 13, 2026 08:08:02 PDT) Signature of Department Head or Designee	08/13/2026 Date
Thea Prince Approval by Purchasing	08/13/2026 Date
Approval by Grants Management (Required for grant funded purchases)	Date

Composite Socks Emergency Noncompetitive Procurement Justification Form

Final Audit Report 2026-08-13

Created:	2026-08-13
By:	Sibyl Spence (sspence@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAASeQsbC6tDikYDR0pmcNLKXOHB1EHUGN7

"Composite Socks Emergency Noncompetitive Procurement Justification Form" History

Document created by Sibyl Spence (sspence@spokanecity.org)
2026-08-13 - 2:37:31 PM GMT

Document emailed to Raylene Gennett (rgennett@spokanecity.org) for signature
2026-08-13 - 2:41:48 PM GMT

Email viewed by Raylene Gennett (rgennett@spokanecity.org)
2026-08-13 - 3:07:37 PM GMT

Document e-signed by Raylene Gennett (rgennett@spokanecity.org)
Signature Date: 2026-08-13 - 3:08:02 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

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2026-08-13 - 3:08:10 PM GMT

Email viewed by Thea Prince (tprince@spokanecity.org)
2026-08-13 - 3:28:07 PM GMT

Document e-signed by Thea Prince (tprince@spokanecity.org)
Signature Date: 2026-08-13 - 3:29:41 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-08-13 - 3:29:41 PM GMT

Adobe Acrobat Sign

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/23/2026

Date Rec'd	9/2/2026
Clerk's File #	OPR 2026-0789
Cross Ref #	
Project #	

Submitting Dept	WASTEWATER MANAGEMENT	**Bid #**	IPWQ 6602-26
Contact Name/Phone	KYLE 625-4647	**Requisition #**	CR28924
Contact E-Mail	KARRINGTON@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4320 CONTRACT SHAMROCK PAVING, INC.		

Agenda Wording

Council approval to award contract with lowest responsive, responsible bid, Shamrock Paving, Inc. to repair approximately 600 square yards of deteriorated asphalt close to gate one. The cost is $59,628.75 plus applicable taxes.

Summary (Background)

Riverside Park Water Reclamation Facility, gate one on the west side of the facility has approximately 600 square yards of deteriorated asphalt that needs to be replaced. This project was sent out for BID (IPWQ 6602-26) and is scheduled to begin after notice to proceed is issued.

What impacts would the proposal have on historically excluded communities?

N/A - Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

N/A - This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers and maintain compliance with regulatory requirements.

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

N/A - 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 all City Policies and Procedures and is required to maintain compliance with regulatory requirements.

Council Subcommittee Review

PIES Committee September 8th, 2026

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 59,628.75
Current Year Cost	$ 59,628.75
Subsequent Year(s) Cost	$ 0

Narrative

Amount		Budget Account
Expense	$ 65,054.97	# 4320.43230.35148.54802
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

N/A

Expense Occurrence	One-Time

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

N/A

Approvals		Additional Approvals	
Dept Head	GENNETT, RAYLENE	**PURCHASING**	PRINCE, THEA
Division Director	AVERYT, CHRIS		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

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City Clerk's No. OPR 2026-0789

City of Spokane

PUBLIC WORKS AGREEMENT

Title: ASPHALT PAVEMENT REPLACEMENT, GATE 1

This Agreement is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation (the "City"), and **SHAMROCK PAVING, INC.**, whose address is 110 North Hayford Road, Spokane, Washington 99224 (the "Contractor"), individually hereafter referenced as a "party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide the Asphalt Pavement Replacement at Gate 1 at the Riverside Park Water Reclamation Facility; and

WHEREAS, the Contractor was selected from IPWQ 6603-26, issued by the City.

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

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

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

3. SCOPE OF WORK.
The Contractor's Scope of Work for this Agreement is attached as Exhibit B; the Contractor's Response to the IPWQ is attached as Exhibit C; both made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

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

4. COMPENSATION / PAYMENT.
Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **FIFTY-NINE THOUSAND SIX HUNDRED TWENTY-EIGHT AND 75/100 DOLLARS** (**$59,628.75**), plus sales tax if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work

described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor shall submit its applications for payment to the Riverside Park Water Reclamation Facility, Administration Office, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205. All invoices should include the City Clerk's File No. "OPR 2026-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

5. TAXES, FEES AND LICENSES.

A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

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

7. STATE PREVAILING WAGES.

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

8. BONDS.

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

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

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

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

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

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

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

B. **General Liability Insurance** on an occurrence basis, of not less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract.

    i. Acceptable supplementary Umbrella Insurance coverage combined with Contractor's General Liability Insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in 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 as applicable.

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

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

15. INDEPENDENT CONTRACTOR.
The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted

express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

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

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

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

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

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

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

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

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the

City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

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

24. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

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

SHAMROCK PAVING, 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:
Payment / Performance Bond
Exhibit A – Debarment Certification
Exhibit B - Contractor's Scope of Work
Exhibit C - Contractor's Response to the IPWQ

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PAYMENT / PERFORMANCE BOND

We, **SHAMROCK PAVING, INC**., as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FIFTY-NINE THOUSAND SIX HUNDRED TWENTY-EIGHT AND 75/100 DOLLARS ($59,628.75)**, plus sales tax if applicable for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the Purchase and Installation of Replacement Freezer Components for Police Evidence Freezer Units. If the principal shall:

A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all federal, state and local laws and regulations; and

C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

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

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

SIGNED AND SEALED on _____.

SHAMROCK PAVING, INC.,
AS PRINCIPAL

By: _____
Title: _____

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

_____
AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

_____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

Riverside Park Water Reclamation Facility (RPWRF)
Gate 1 Pavement Project

Background:

Gate 1 is located on the west side of the facility (see attached highlighted photos). The asphalt pavement in the vicinity of gate 1 has deteriorated and needs to be replaced. The total area in need of replacement is approximately 600 square yards.

Scope of Work:

1. Remove and haul away existing pavement, base course and sub-base as needed to accommodate 4 inches of compacted crushed surfacing base course (CSBC) and 6 inches of hot mix asphalt (HMA).

2. Install new CSBC and HMA (½ inch 64H-28 asphalt mix).

Bid Items:

1. Mobilization (Lump Sum, LS)
2. Saw cutting flexible pavement (Lineal foot inch, LFI)
3. Roadway Excavation including Haul (Cubic Yard, CY)
4. Crushed Surfacing Base Course (CY, in place compacted volume)
5. Hot Mix Asphalt (Square Yard, SY)

EXHIBIT C

Bid Response Summary

Bid Number	**IPWQ 6603-26**
Bid Title	**Asphalt Pavement Replacement, Gate 1**
Bid Base Currency	**USD**
Due Date	**Monday, August 24, 2026 1:30:00 PM [(UTC-08:00) Pacific Time (US & Canada)]**
Bid Status	**Closed to Bidding**
Company	**Shamrock Paving**
Submitted By	**chuckg@shamrockpaving.us chuckg@shamrockpaving.us - Friday, August 21, 2026 11:55:37 AM [(UTC-08:00) Pacific Time (US & Canada)] chuckg@shamrockpaving.us**
Comments	

Question Responses

Group	Reference Number	Question	Response
PRE-BID MEETING - OPTIONAL			
	PRE-BID MEETING	There will be an OPTIONAL pre-bid meeting held at 10:00 A.M. on Thursday August 6th, 2026, Located at 4401 N. Aubrey L. White Parkway, Spokane, WA 99205 Meeting place will be at the front office	I acknowledge and agree
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Bid represents that it has read and understands the specifications; and has familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement	I acknowledge and I agree
	EXECUTION OF CONTRACT	Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.	I acknowledge and I agree
	GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and I agree
	PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree
	REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in the Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation to Bids, at the prices shown.	I acknowledge and agree
	CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.	I acknowledge and agree
	COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and work shall be substantially completed by 12/31/2026.	I acknowledge and I agree
	LIQUIDATED DAMAGES	In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of zero ($0.00) per calendar day until the work is satisfactorily completed.	I acknowledge and agree
	MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.	Asphalt Pavement Replacement - Gate 1 - Shamrock Paving Bid Form.pdf
PUBLIC WORKS REQUIREMENTS			
	1.	The work under this contract constitutes a public work under state law.	I acknowledge and agree
	2.	Payment/performance bonds will be required.	I acknowledge and agree

	PERFORMANCE BONDS	The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of $150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge and agree
	3.	Statutory retainage will be required	I acknowledge and I understand
	RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met: a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than $35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.	I acknowledge and I agree
	4.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and I understand
	5.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is August 24, 2026.	I acknowledge and I understand
	6.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and I understand
	7.	The Contractor and any subcontractors will submit a Statement of Intent to Pay Prevailing Wages certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The Statement of Intent to Pay Prevailing Wages shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an Affidavit of Wages Paid certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge and I understand
	8.	The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	I acknowledge and I understand
	9.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge and I understand
TECHNICAL REQUIREMENTS			
	SCOPE OF WORK - BACKGROUND	Gate 1 is located on the west side of the facility (See photos in document section). The asphalt pavement in the vicinity of gate 1 has deteriorated an needs to be replaced. The total area in need of replacement is approximately 600 square yards.	I acknowledge and I agree
	SCOPE OF WORK	- Remove and haul away existing pavement, base course and sub-base as needed to accommodate 4 inches of compacted crushed surfacing base course (CSBC) and 6 inches of hot mix asphalt (HMA). - Install new CSBC and HMA (1/2-inch 64H-28 asphalt mix). Work shall conform to the City of Spokane General Provisions for Private Contracts (March 2026). A copy is available at the following: https://static.spokanecity.org/documents/business/designstandards/2026/2026-gsps-for-private-contracts.pdf 	I acknowledge and agree

GENERAL REQUIREMENTS			
	INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge and agree
	WASHINGTON STATE RETAIL SALES TAX	A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.	I acknowledge and agree
	WASHINGTON STATE RETAIL SALES TAX	B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.	I acknowledge and agree
	PERMITS	Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.	I acknowledge and agree
	SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree
	INSURANCE	During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree
	INSURANCE	a. Worker's Compensation Insurance in compliance with RCW 51, which requires subject employers to provide Worker’s Compensation coverage for all their subject workers and Employers Liability Insurance (Stop Gap) in the amount of $1,000,000.	I acknowledge and agree
	INSURANCE	b. General Liability Insurance on an occurrence basis, of not less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company’s services to be provided under this Agreement; i.Acceptable supplementary Umbrella insurance coverage combined with Company’s General Liability insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in this Agreement;	I acknowledge and agree
	INSURANCE	c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles as applicable.	I acknowledge and agree
	INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. Except with regard to Professional Liability (when required) and Worker’s Compensation Insurance, each of the policies shall endorse the City of Spokane as an “Additional Insured” specifically for Company’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City.	I acknowledge and agree
BID			
	BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined photos of the sites, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
	BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the pricing response tab includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
	CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	SHAMRPCO99LM
	CONTRACTOR RESPONSIBILITY	U.B.I. Number	328-031-141
	CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	166243 00 2
	CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	91-0598512
	CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	T12008193BUS
	ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	1
	ADDENDA	Upload the signed addendum here.	IPWQ 6603-26 Addendum #1_signed.pdf
	ADDENDA	Please upload additional signed addendum if needed.	

	MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge and I agree
	MISCELLANEOUS	For contracts up to $150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	No
	MISCELLANEOUS	If this project is less than $150,000 - does contract request 10% retainage in lieu of bond?	No
	MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
	MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Chuck Green Shamrock Paving, Inc. P.O. Box 19263 Spokane, WA 99219 chuckg@shamrockpaving.us 509-244-2800, x408
	MISCELLANEOUS	Name and Email Address for individual authorized to sign a contract.	Chuck Green chuckg@shamrockpaving.us
	2	The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment/performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here (blank form available under the 'Documents' tab).	Annual Bid Bond Shamrock Paving Inc..pdf
	3	Please download the 'Subcontractor List' document from the 'Documents' tab, complete, and upload the completed document here. Complete this form even if you will not be using any subcontractors. There is a checkbox stating, "No subcontractors will be used on this project." If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request.	Subcontractor List_pre filled.pdf
	6	PROPRIETARY LANGUAGE: Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.	I understand and I agree

	Bidder Responsibility Criteria (Supplemental)	A bidder will be deemed not responsible if: A. the bidder does not meet the mandatory bidder responsibility criteria in SMC7.06.500 and RCW 39.04.350(1), as amended; or B. the bidder does not meet the supplemental bidder responsibility criteria as shown in these bid specifications. If a potential bidder believes that the supplemental bidder responsibility criteria will exclude it from bidding, it may request the City to consider modifying the criteria. Any request shall be submitted to the Purchasing Department no later than five (5) days before the bid opening. The City shall evaluate any such request, and if a decision is made by the City to modify the criteria, the modification shall be communicated to all bidders and plan holders via the issuance of an addendum to the bidding documents. Likewise, in the event the City decides not to modify the criteria, it will endeavor to notify the requesting bidder of its decision. As evidence that the Bidder meets the supplemental bidder responsibility criteria, the contacted Bidder(s) shall submit to the City within twenty-four (24) hours of the request the completed supplementary bidder responsibility form with any required documentation. The City reserves the right to request further documentation as needed to assess the bidder's responsibility. The basis for evaluation of bidder compliance with the supplemental criteria shall be any documents or facts obtained by the City (whether from the bidder or third parties) which any reasonable owner would rely on for determining compliance. Determinations of responsibility or non-responsibility of a bidder due to the supplemental criteria shall be based on a review of all the supplemental criteria factors as a whole with no single item being determinative. If the City determines the low bidder does not meet either the mandatory bidder criteria or the supplemental bidder criteria and is therefore not a responsible bidder, the City shall notify the bidder in writing with reasons for the determination. If the bidder disagrees with this determination, it will have a minimum of three (3) business days from receiving the determination to submit additional written information to the Bid Coordinator. The City will consider any timely submitted additional information received from the bidder before issuing its subsequent determination. If the bidder disagrees with the City's subsequent determination it may appeal the determination to the Director of Purchasing & Contracts in writing within two (2) business days of receiving the City's determination. If the final appeal affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until at least two (2) business days after the bidder determined to be not responsible has received the final determination.	I acknowledge and agree
TERMS & CONDITIONS			
	#1	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and I agree
	#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	N/A

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Symbol	Title	Unit Price	Ext Base Price	Comment
BID										
	#1	Mobilization	Base	Lump Sum	1.00	$	USD	$8,500.00	$8,500.00	
	#2	Saw Cutting Flexible Pavement	Base	Linear Foot Inch	435.00	$	USD	$2.25	$978.75	
	#3	Roadway Excavation, Including Haul	Base	Cubic Yard	168.00	$	USD	$69.00	$11,592.00	
	#4	Crushed Surfacing Base Course	Base	Cubic Yard	66.00	$	USD	$113.00	$7,458.00	
	#5	Hot Mix Asphalt	Base	Square Yard	600.00	$	USD	$46.00	$27,600.00	
	#6	Any Additional Costs Associated with this bid	Base	ea	1.00	$	USD	$3,500.00	$3,500.00	
	#7	Any Additional Costs Associated with this bid	Base	ea	1.00	$	USD	$0.00	$0.00	
	#8	9.1% Sales Tax	Base	ea	1.00	$	USD	$5,426.22	$5,426.22	
Total Base Bid	$65,054.97									

CITY OF SPOKANE - PURCHASING
& CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

August 7th, 2026

ADDENDUM NO. 1

INVITATION TO BID # IPWQ 6603-26 Asphalt Pavement Replacement, gate 1

1. **A pre-bid walkthrough was held on Thursday August 6th, 2026, at 10:00 A.M. at 4401 N. Aubrey L. White Parkway, Spokane WA 99205 -The sign in sheet for the pre-bid is attached.**
2. **The following Questions were asked during the pre-bid:**

Q: What Superpave Gyration Level is required

A: Level 75

Q: Is an obstruction permit required?

A: Yes

Q: Does this job need a bond and when is it required

A: A bid bond is required at the time of bidding and a performance bond, or 10% retainage is required during construction

Tanya Lester
Procurement Specialist,
Purchasing & Contracts
Department

PLEASE THIS ADDENDUM MUST BE ACKNOWLEDGED WHEN SUBMITTING YOUR BID OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

Signature
Chuck Green, Chief Estimator
Shamrock Paving, Inc.

SHAMROCK PAVING, INC.

Commercial, Residential, and Industrial Contractor
P.O. BOX 19263 Spokane, WA 99219
Phone (509) 244-2800 Fax (509) 244-2949

To:	City Of Spokane	**Contact:**	
Address:	808 West Spokane Falls Boulevard	**Phone:**	(509) 625-6300
	Spokane, WA 99201-3316	**Fax:**	(509) 625-6349
Project Name:	Asphalt Pavement Replacement, Gate 1	**Bid Number:**	CG26-158
Project Location:	4401 N. Aubrey L. White Parkway, Spokane, WA	**Bid Date:**	8/24/2026
Addendum #:	1		

We are pleased to quote the following project:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	LS	$8,500.00	$8,500.00
2	Sawcutting	435.00	VLF	$2.25	$978.75
3	Roadway Excavation, Including Haul	168.00	CY	$69.00	$11,592.00
4	4" Crushed Surfacing Top Course	66.00	CY	$113.00	$7,458.00
5	Weedkill & 6" HMA CL. 1/2" PG 64H-28	600.00	SY	$46.00	$27,600.00
6	Traffic Control	1.00	LS	$3,500.00	$3,500.00
				Bid Price Subtotal:	**$59,628.75**
				Total WSST 9.10%:	**$5,426.22**
				Total Bid Price:	**$65,054.97**

Notes:

- 1) Above Item #6 is for necessary traffic control on N. Aubrey L. White Parkway during paving operation.
  2) This quote excludes any gate loop wiring damage/relocation/repair/replacement.
  3) Above quote is contingent upon being able to close off entire acces to Gate during construction, and completing in one phase.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Shamrock Paving

Authorized Signature: _____

Estimator: Chuck Green
(509) 244-2800 chuckg@shamrockpaving.us

BOND # 023029860

ANNUAL BID BOND

WE, Shamrock Paving, Inc. as principal and Liberty Mutual Insurance Company, as surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the sum of THREE MILLION AND NO/100 DOLLARS ($3,000,000.00), for the payment of which we jointly and severally bind ourselves, and our assigns, successors, and legal representatives.

THE CONDITIONS OF THE OBLIGATION ARE:

The Principal may be submitting bids/proposals for furnishing supplies, material, equipment and/or work to the City of Spokane; and desires that its submitted bids be covered by an annual bid bond instead of a separate bid bond for each bid.

If the City of Spokane makes timely award to the Principal according to the terms of the Principal's bid/proposal; and the Principal, within the specified time, executes the proposed agreement and furnishes performance and payment bond(s), as required, then this obligation shall be null and void.

If the Principal fails to execute the proposed agreement and furnish the required bond(s) within the specified time, the Principal, or the Surety if the Principal is unable to perform, shall pay to the City of Spokane the bid bond sum shown in the individual bid as liquidated damages; provided, that the liability of the Surety is limited to no more than $3,000,000.00 under this bond at any one time.

This bond shall take effect on January 1, 2026 and run for a term of one (1) year thereafter.

SIGNED AND SEALED on October 15, 2025

Shamrock Paving, Inc.
As Principal

By: _____
Title: Scott Willms, General Manager

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

Liberty Mutual Insurance Company
As Surety*

By: Charla M. Boadle
Its Attorney in Fact Charla M. Boadle

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
Seal No. 5649

STATE OF ~~WASHINGTON~~ Idaho)
) ss.
County of Kootenai)

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

Dated on October 15, 2025

Nanda Van Houten
Notary Public in and for the State of ~~Washington~~ Idaho, residing in Post Falls, ID

My appointment expires 05/20/2030

NANDA VAN HOUTEN
COMMISSION #20241829
NOTARY PUBLIC
STATE OF IDAHO

Approved as to form:

Assistant City Attorney

POWER OF ATTORNEY

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

Certificate No: **8214732-023049**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aliceon A. Keltner; Amelia G. Burrill; Annelies M. Richie; Brandon K. Bush; Brent E. Heilsen; Carley Espiritu; Charla M. Boadle; Christopher Kinyon; Donald Percell Shanklin, Jr.; Edward Sims; Eric A. Zimmerman; Holli Lagerquist; Jacob T. Haddock; James B. Binder; Jamie L. Marques; Julie A. Craker; Justin Dean Price; Kari Michelle Motley; Katharine J. Snider; Lindsey Elaine Jorgensen; Lois F. Weathers; Michael Mansfield; Sarah Whitaker; Tamara A. Ringeisen; Thomas Buell; Travis J. Robles

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of September, 2025.

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

By: Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 9th day of September, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of October, 2025.

By: Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

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

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

SUBCONTRACTOR LIST

PROJECT NAME: IPWQ 6603-26 Asphalt Pavement Replacement, Gate 1

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

CONTRACTOR/SUPPLIER Shamrock Traffic, Inc.

TYPE OF WORK/BID ITEM Traffic Control & Common Sawcutting

AMOUNT $4,870.00

CONTRACTOR'S REGISTRATION NO. SHAMRTI811CN

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

☐ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

IPWQ 6602-26 Asphalt Replacement			
Reference Number	**Description**	**UOM**	**Quantity**
BID			
#1	Mobilization	Lump Sum	1
#2	Saw Cutting Flexible Pavement	Linear Foot Inch	435
#3	Roadway Excavation, Including Haul	Cubic Yard	168
#4	Crushed Surfacing Base Course	Cubic Yard	66
#5	Hot Mix Asphalt	Square Yard	600
#6	Any Additional Costs Associated with this bid	ea	1
#7	Any Additional Costs Associated with this bid	ea	1
#8	9.1% Sales Tax	ea	1
Total Extended			

Shamrock Paving	Apex Asphalt	Inland Asphalt Company
$65,054.97 ($65,054.97)	$75,618.12 ($75,618.12)	$98,808.60 ($98,808.60)
$8,500.00	$6,244.00	$12,000.00
$978.75	$870.00	$2,175.00
$11,592.00	$12,768.00	$27,804.00
$7,458.00	$11,088.00	$11,088.00
$27,600.00	$38,340.00	$37,500.00
$3,500.00		
$0.00		
$5,426.22	$6,308.12	$8,241.60
$65,054.97	$75,618.12	$98,808.60

License Information:

New search Back to results

Entity name: SHAMROCK PAVING, INC.

Business name: SHAMROCK PAVING INC.

Entity type: Profit Corporation

UBI #: 328-031-141

Business ID: 001

Location ID: 0002

Location: Active

Location address: 110 N HAYFORD RD
SPOKANE WA 99224-9555

Mailing address: PO BOX 19263
SPOKANE WA 99219-9263

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Airway Heights General Business - Non-Resident				Active	Dec-31-2026	Apr-30-2024
Deer Park General Business - Non-Resident				Active	Dec-31-2026	Sep-09-2024
Spokane General Business - Non-Resident	T12008193BUS			Active	Dec-31-2026	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Dec-31-2026	May-21-2012
Wenatchee General Business - Non-Resident				Active	Jan-31-2027	Jan-30-2026

Owners and officers on file with the Department of Revenue

Owners and officers	Title

Owners and officers	Title
MAIERS, PAMP G	
MAIERS, PAMP M	

Registered Trade Names

Registered trade names	Status	First issued
MURPHY BROS.	Active	Feb-09-2012
MURPHY BROS. CO.	Active	Feb-09-2012
MURPHY BROS. COMPANY	Active	Feb-09-2012
MURPHY BROTHERS	Active	Feb-09-2012
MURPHY BROTHERS CO.	Active	Feb-09-2012
MURPHY BROTHERS COMPANY	Active	Feb-09-2012
SHAMROCK PAVING INC.	Active	Feb-04-2015

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 8/31/2026 10:38:20 AM

Contact us

How are we doing?
Take our survey!

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

Client#: 148076 CENTWASH31

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/15/2026

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

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

PRODUCER
Propel Insurance
601 Union Street; Suite 3400
COM Construction
Seattle, WA 98101-1371

CONTACT NAME: Laurie Ross
PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866 577-1326
E-MAIL ADDRESS: laurie.ross@propelinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : ARch Indemnity Insurance Company	30830
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Shamrock Paving Inc.
P.O. Box 19263
Spokane, WA 99219

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZAGLB1066800	03/31/2026	10/01/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ZACAT9351500	03/31/2026	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	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	UMBRELLA LIAB X OCCUR			ZAULP9286200	03/31/2026	10/01/2026	EACH OCCURRENCE	$3,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ZAWCI1148600	03/31/2026	10/01/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA Stop Gap			E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

RE: #6397-25 / Paving Services - On Call Public Works Maintenance.

Additional Insured Status applies to City of Spokane as set forth in the attached form(s).

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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This page has been left blank intentionally.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT PRIOR TO KNOWN LOSS	ALL LOCATIONS OF COVERED OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT PRIOR TO KNOWN LOSS	ALL LOCATIONS OF COVERED OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

© ISO Properties, Inc., 2004

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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 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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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): APPLIES TO ALL CONSTRUCTION PROJECTS OF THE INSURED UNLESS OTHERWISE EXCLUDED.
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.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

Primary And Noncontributory Insurance

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person(s) or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE SPECIFICALLY AGREED IN WRITING TO PROVIDE ADDITIONAL INSURED STATUS UNDER THIS POLICY.

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

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form 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".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are 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.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM

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

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

Named Insured:

Endorsement Effective Date:

SCHEDULE

Scheduled Railroad	Designated Job Site
RAILROAD(S) AND RAILROAD AUTHORITIES	JOB SITE DESIGNATED IN THE WRITTEN
NAMED IN THE WRITTEN CONTRACT OR	CONTRACT OR AGREEMENT WITH THE NAMED
AGREEMENT WITH THE NAMED INSURED.	INSURED AND EXECUTED PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

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POLICY NUMBER:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Premium INCL.

Insured:

Insurance Company: ARCH INSURANCE COMPANY

Countersigned By _____

DATE OF ISSUE:

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Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/23/2026

Date Rec'd	9/2/2026		
Clerk's File #	OPR 2026-0790		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	ITB 6597-26
Contact Name/Phone	REINER 509-625-7821	**Requisition #**	VALUE BLANKET
Contact E-Mail	RHERSHAW@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MCGARD FIRE HYDRANT LOCKS AND WRENCHES - VALUE BLANKET		

Agenda Wording

Five-year Value Blanket with McGard, LLC (Orchard Park, NY) for purchases of fire hydrant locks and operating wrenches on an as-needed basis.

Summary (Background)

Bid # 6597-26 was issued to 96 contacts via Procureware on 7/27/26. Four bids were received by the closing deadline on 8/18/26. Award is recommended to McGard, LLC as the low responsive, responsible bidder. Annual Spend is estimated at $750,000.00 plus tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers, and we are committed to delivering work that is both financially and environmentally responsible.

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 3,000,000.00
Current Year Cost	$ 750,000.00
Subsequent Year(s) Cost	$ 2,250,000

Narrative

Water Department fire hydrant security providing limited access to the City's Fire Hydrants. This will assist with our water conservation program and stop illegal use of our fire hydrants.

Amount		Budget Account
Expense	$ 3,000,000.00	# 4100-42440-94340-56595-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Expense Occurrence	

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

Approvals		Additional Approvals	
Dept Head	HOPKINS, LEON	**PURCHASING**	PRINCE, THEA
Division Director	AVERYT, CHRIS		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List

Rick Glass rglass@mcgard.com	rhershaw@spokanecity.org
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tlester@spokanecity.org	nrussell@spokanecity.org
rrpenaluna@spokanecity.org	

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	9-8-26
Submitting Department	Water & Hydroelectric Services
Contact Name	Reiner Hershaw
Contact Email & Phone	rhershaw@spokanecity.org 509-625-7821
Council Sponsor(s)	Klitzke, Wilkerson, Zappone
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	McGard Fire Hydrant Locks & Wrenches – Value Blanke
Proposed Council Action	☐ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	**Agenda Wording:** **Summary (Background) This will be the only section in this box** Bid # 6597-26 was issued to 96 contacts via Procureware on 7/27/26. Four bids were received by the closing deadline on 8/18/26. Award is recommended to McGard, LLC as the low responsive, responsible bidder. Annual Spend is estimated at $750,000.00 plus tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.

Fiscal Impact

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

Total Cost: Click or tap here to enter text.

Current year cost: 750,000.00

Subsequent year(s) cost: 3,000,000.00

Narrative: Water Department fire hydrant security providing limited access to the City's Fire Hydrants. This will assist with our water conservation program and stop illegal use of our fire hydrants.

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

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? 4100-42440-94340-56595-99999 INVENTORY PURCHASES FOR WATER

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.

- 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	**ITB 6597-26**
Bid Title	**McGard Fire Hydrant Locks & Operating Wrenches - Value Blanket**
Bid Base Currency	**USD**
Due Date	**Tuesday, August 18, 2026 11:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]**
Bid Status	**Closed to Bidding**
Company	**McGard**
Submitted By	**rglass@mcgard.com rglass@mcgard.com - Tuesday, July 28, 2026 8:37:22 AM [(UTC-08:00) Pacific Time (US & Canada)]** **rglass@mcgard.com 7063404031**
Comments	

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Please indicate the appropriate point of contact (including phone number and email) regarding this bid and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Rick Glass, 706-340-4031, rglass@mcgard.com
Order Placement/Approval			
	1	Award of this business will be subject to City Council approval. Award of the initial agreement is anticipated in September 2026.	Understood and Agreed
	2	The City reserves the right to recommend award of this business however is most advantageous to the continued efficient operation of the City. This award may be split between multiple suppliers.	Understood and Agreed
	3	All products must be quoted in order to be eligible for award.	Understood and Agreed
Value Blanket Terms			
	1	This product shall be awarded on a five (5) year value blanket with no renewal options. The quantities provided represent an annual usage estimate and payment shall be made only for release orders placed, received, and accepted.	Acknowledged and Agreed
	2	Product will be ordered off the value blanket on an as-needed basis with no guarantee of quantities.	Understood and Agreed
	3	Pricing as quoted shall be firm for placement of orders for one (1) year from the date of order placement. Thereafter, the supplier may propose updated pricing on a annual basis, firm for any orders placed for the following year, subject to City acceptance. Price increases requested by the supplier shall be accompanied with sufficient justification from the product manufacturer. During the contract period and any renewals thereof, price decreases at the manufacturer's and wholesaler's levels shall be reflected in a price reduction to the City retroactive to the supplier's effective date. The supplier may request cost increases only upon annual provision of pricing or upon the City's invitation for renewal. The supplier's prices shall otherwise remain firm throughout the contract period with no provision for increases unless specific provisions are proposed and agreed upon.	Understood and Agreed
	4	The City reserves the right to inquire at any time for sufficient justification of the supplier's current pricing.	Understood and Agreed
Product			
	1	The following brands are acceptable: McGard	Understood and Agreed
	2	No alternative products shall be considered for award.	Understood and Agreed

	3	All hydrant locks shall be engraved with the open direction of the hydrant.	Understood and Agreed
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 Drive, 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	Shipments which arrive on the City's dock without complete shipment documentation (i.e. packing list) may be refused for delivery acceptance at the supplier's expense. In the event of refusal, supplier remains fully liable to fulfill the order in accordance with the original terms and conditions.	Understood and Agreed
Payment Terms			
	1	Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of goods ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediate make every effort to settle the disputed amount.	Understood and Agreed
Sales Tax			
	1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent’s pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Understood and Agreed
Business Registration Requirement			
	1	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.	603008488
Polychlorinated Biphenyls (PCBs)			
	1	In accordance with SMC 7.06.172(A), supplier certifies that 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)?	No
	3	If so, were PCBs found at a measurable level?	No

	4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
	5	If so, 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 response to this request constitutes acceptance of the Terms & Conditions so named in the 'Documents' tab.	Understood and Agreed

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Symbol	Title	Unit Price	Ext Base Price	Comment	Make/Model
Product											
	1	McGard Hydrant Lock Assembly - Engraved Left Open	Base	Each	1,250.00	$	USD	$264.40	$330,500.00		
	2	McGard Hydrant Lock Assembly - Engraved Right Open	Base	Each	1,250.00	$	USD	$264.40	$330,500.00		
	3	McGard Hydrant Wrench	Base	Each	125.00	$	USD	$105.75	$13,218.75		
	4	McGard Hydrant Lock Assembly Key	Base	Each	1.00	$	USD	$34.30	$34.30		
	5.	McGard Hydrant Adapter	Base	Each	1.00	$	USD	$58.00	$58.00		
Total Base Bid		$674,311.05									

ITB 6597-26 MCGARD FIRE HYDRANT LOCKS & OPERATING WRENCHES - VALUE BLANKET							
	Description	**UOM**	**Quantity**	**McGard**	**CONSOLIDATED SUPPLY**	**Krueger Sheet Metal**	**Ferguson Waterworks**
1	McGard Hydrant Lock Assembly - Engraved Left Open	Each	1,250.00	$330,500.00	$413,575.00	$468,750.00	$489,975.00
2	McGard Hydrant Lock Assembly - Engraved Right Open	Each	1,250.00	$330,500.00	$413,575.00	$468,750.00	$489,975.00
3	McGard Hydrant Wrench	Each	125	$13,218.75	$18,835.00	$20,625.00	$20,115.00
4	McGard Hydrant Lock Assembly Key	Each	1	$34.30	$31.03	$45.00	$32.28
5	McGard Hydrant Adapter	Each	1	$58.00	$64.59	$91.50	$65.88
			Subtotal	$674,311.05	$846,080.62	$1,000,163.16	$958,261.50
			TAX 9.1%	$61,362.31	$76,993.34	$91,014.85	$87,201.80
			Total	$735,673.36	$923,073.96	$1,091,178.01	$1,045,463.30

License Information:

New search Back to results

Entity name: MCGARD LLC

Business name: MCGARD LLC

Entity type: Limited Liability Company

UBI #: 603-008-488

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3875 CALIFORNIA RD
ORCHARD PARK NY 14127-2239

Mailing address: 3875 CALIFORNIA RD
ORCHARD PARK NY 14127-2239

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Spokane General Business - Non-Resident				Active	Apr-30-2027	Sep-17-2021

Owners and officers on file with the Department of Revenue

Owners and officers	Title
MCCAULEY, DURHAM	

The Business Lookup information is updated nightly. Search date and time: 8/25/2026 2:58:06 PM

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/23/2026

Date Rec'd	9/14/2026
Clerk's File #	OPR 2025-0781
Cross Ref #	
Project #	

Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	RFQU 6293-25
Contact Name/Phone	JEFF TEAL X6533	**Requisition #**	CR28954
Contact E-Mail	JTEAL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AMENDMENT TO CUSTOM ENERGY CONTRACT FOR CLEAN BUILDING ACT		

Agenda Wording

Request to amend the A&E services contract for assessing City buildings for compliance with clean building act with HE SOLUTIONS, LLC, dba CUSTOM ENERGY (Spokane, WA), adding $88,829 (plus applicable tax) to the existing approved contract amount.

Summary (Background)

The City identified an additional building to be surveyed to identify compliance and if non-compliant identify a preliminary scope of work needed to make said building compliant.

What impacts would the proposal have on historically excluded communities?

n/a – contract not community facing and is strictly for internal operational needs.

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 – service contract is not community facing, and is strictly for internal operation needs. Data collected for service contracts does not include specified criteria.

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

Contractor performance is reviewed during operational needs and invoice payment.

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?

Solicitation and contract conducted according to City policies, operational service items are not addressed in any plans identified above.

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 88,829 plus tax
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

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

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	TEAL, JEFFREY	**PURCHASING**	WAHL, CONNIE
Division Director	BOSTON, MATTHEW		
Accounting Manager	DANIELS, DERREK		
Legal	FAIRBORN, KATHERINE		
For the Mayor	GBYRD		

Distribution List	
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sneal@spokanecity.org	

CITY OF SPOKANE

CONTRACT AMENDMENT

Title: CLEAN BUILDING ACT (CBA) COMPLIANCE ASSURANCE SERVICES

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation (the "City"), and **HE SOLUTIONS, LLC, dba CUSTOM ENERGY**, whose address is 2818 North Sullivan Road, Suite 100, Spokane Valley, Washington 99216, (the "Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Parties entered into a Contract, as defined below, wherein the **Consultant** agreed to provide for the City Clean Building Act (CBA) Compliance Assurance Services; and

WHEREAS, modifications have been requested, requiring the original Contract to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated December 8, 2025 and December 10, 2025, and including any previous amendments, addendums, extensions, or renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on December 20, 2025 and shall run through December 31, 2027.

3. ADDITIONAL WORK.
The Scope of Work in the original Contract is revised to include an additional site, Rock Point East as set forth in Consultant's Proposal dated September 1, 2026 attached hereto.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **EIGHTY-EIGHT THOUSAND EIGHT HUNDRED TWENTY-NINE AND NO/100 DOLLARS** (**$88,829.00**), plus

applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

HE SOLUTIONS, LLC, dba CUSTOM ENERGY	**CITY OF SPOKANE**
By_____ Signature Date	By_____ Signature Date
_____ Type or Print Name	_____ Type or Print Name
_____ Title	_____ Title
Attest:	Approved as to form:
_____ City Clerk	_____ Assistant City Attorney

Attachments that are part of this Contract Amendment:
Consultant's Proposal dated September 1, 2026

26-255

HESOLUT-01 CWHEELER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/22/2025

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

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

PRODUCER
Acrisure West Insurance Services, LLC
1950 W Corporate Way
#1
Anaheim, CA 92801-5373

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Palomar Excess and Surplus Insurance Company	16754
INSURER B : Progressive Commercial Casualty Company	12879
INSURER C : Underwriters at Lloyd's, London (NAIC#:32727)	32727
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
H E Solutions, LLC DBA Custom Energy
19769 E Caufield Ave
Liberty Lake, WA 99016-7000

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: X POLICY / PRO-JECT / LOC OTHER:	X	X	PES-GL-01-1634	8/9/2025	8/9/2026	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
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / X SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			00286649-2	9/12/2025	9/12/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10,000			PES-XS-01-6280	8/9/2025	8/9/2026	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N 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	$
C	Professional Liab			PSO0240463183	8/8/2025	8/8/2026	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane is additional insured per the attached endorsement #CG2010 0704. Coverage is Primary and Non-Contributory per the attached endorsement #CG2001 0413. Waiver of Subrogation applies per the attached endorsement #CG2404 1093.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Jennifer Aron

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period. .	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

Primary And Noncontributory Insurance

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

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

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

 © Insurance Services Office, Inc., 2012

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 GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

(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 (Section **IV** – COMMERCIAL GENERAL LIABILITY 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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STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

September 11, 2026

WA UBI No.	605 285 836
L&I Account ID	395,135-00
Legal Business Name	H E SOLUTIONS LLC
Doing Business As	H E SOLUTIONS
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2026 "21 to 30 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	CUSTOEC772NJ
License Expiration	08/16/2027

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).

License Information:

New search Back to results

Entity name: H.E. SOLUTIONS, LLC

Business name: H.E. SOLUTIONS

Entity type: Limited Liability Company

UBI #: 605-285-836

Business ID: 001

Location ID: 0001

Location: Active

Location address: 12825 E MIRABEAU PKWY
STE 202
SPOKANE VALLEY WA 99216-1617

Mailing address: 12825 E MIRABEAU PKWY
STE 202
SPOKANE VALLEY WA 99216-1617

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Franklin County General Business - Non-Resident	3605			Active	Jul-31-2027	Jul-06-2023
Pasco General Business - Non-Resident	41218			Active	Jul-31-2027	Jul-26-2023
Spokane General Business - Non-Resident				Active	Jul-31-2027	Jul-06-2023
Spokane Valley General Business				Active	Jul-31-2027	Jul-11-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title

Owners and officers	Title
JAMES, LAURA	

Registered Trade Names

Registered trade names	Status	First issued
CUSTOM ENERGY	Active	Jun-17-2024
CUSTOM ENERGY CONSULTANTS	Active	Jul-14-2023
H.E. SOLUTIONS	Active	Jul-06-2023

The Business Lookup information is updated nightly. Search date and time: 8/4/2026 8:40:34 AM

Contact us

How are we doing?
Take our survey!

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

CUSTOMENERGY

City of Spokane

Clean Buildings Performance Standards Compliance Services

9/1/2026

CUSTOMENERGY

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CUSTOM ENERGY

9/1/2026

Jeff Teal
City of Spokane

RE: Clean Building Performance Standards (CBPS) Compliance Services

Dear Jeff:

Custom Energy was founded with a unique approach to assisting building owners in navigating the Washington State Clean Buildings Performance Standards (CBPS), often without the need for large capital projects. The attached information showcases our distinctive areas of expertise, abilities, and qualifications, all specifically tailored for City of Spokane.

We have successfully delivered turnkey CBPS compliance services for dozens of clients, including school districts, counties, and privately held companies. Our ability to provide comprehensive energy solutions and our dedication to exceeding client expectations have earned us selection via the Statement of Qualifications (SOQ) process by multiple public agencies, including the City of Spokane, Franklin County, Skagit County, Okanogan County, and Klickitat County.

As a **Woman-Owned, Small Business Enterprise** (#W2F0028912), **Custom Energy is also Washington State's only qualified WBE Energy Services Company (ESCO)**. We have successfully helped our clients apply for and receive Energy Efficiency Grants (EE-024), Clean Buildings Performance Grants (CBPG-024), and other grant and incentive programs to offset the cost of energy audits and improvements required by the CBPS.

We are excited about the opportunity to bring our expertise, experience, and dedication to your organization. We look forward to collaborating with you to create a more energy-efficient and sustainable future. Please feel free to reach out if you have any additional questions for our team.

Sincerely,

Michael James, PE, CEM, LEED AP
Principal-in-Charge
Custom Energy
mike@custom-energy.com

Gary Roylance
Business Development Manager
Custom Energy
gary@custom-energy.com

PROJECT UNDERSTANDING

We understand that the potential Scope of Services required to perform and complete with City of Spokane may include, but is not limited to, the following:

TIER 1 INVESTMENT COMPLIANCE DOCUMENTATION

- Validate Energy Benchmarking:
  - Ensure Energy Star Portfolio Manager (ESPM) sites are accurate, correct meters are connected to each building, and EUI is correct for each building
- Access Owner Portal:
  - Ensure all building data is correct including parcel numbers, square footage, etc.
  - Connect portal with Energy Star Portfolio Manager (ESPM)
- Conduct ASHRAE 2 Energy Audits in accordance with ASHRAE and CBPS requirements:
  - Include all ASHRAE and CBPS requirements for ASHRAE 2 energy audit
  - Complete site visits and collect field measurements and data as needed to support savings and LCCA calculations
  - Complete energy savings calculations
  - Draft a report
  - Report will satisfy the requirements of ASHRAE and the CBPS
  - Review findings and draft report with stakeholders
  - Revise and finalize report, submit electronically
- Complete Compliance Forms A-F
- Complete an Energy Management Plan (EMP) and EMP Reporting Tool
- Complete an Operations and Maintenance (O&M) Plan and O&M Plan Reporting Tool
- Submit successful CBPS Compliance application through the Portal
- All additional Dept. of Commerce / State Agency reporting or data input / tracking required under the CBPS

Custom Energy was selected as an Energy Services Company (ESCO) in April 2025, following a rigorous screening and interview process that recognized our proven expertise and commitment to delivering high-quality energy solutions. As a trusted ESCO, Custom Energy has provided turnkey CBPS compliance services for dozens of clients, including school districts, counties, and privately held companies across Washington State.

Our selection through the SOQ process is a clear testament to the strength of our work and trusted reputation. Public agencies such as the City of Spokane and Franklin, Skagit, Okanogan, and Klickitat Counties have confidently chosen us to deliver results.

As a full-service ESCO, Custom Energy has the capacity and resources to provide comprehensive energy project development and implementation. This includes scalable pricing, tailored solutions, and system upgrades as needed to optimize project performance and sustainability. Our established track record with both public and private clients ensures a seamless process from initial assessment to project completion.

Custom Energy remains committed to delivering exceptional value, energy efficiency, and long-term sustainability for our partners.

EXPERIENCE & QUALIFICATIONS

CUSTOM ENERGY

RELEVANT EXPERIENCE OF FIRM & STAFF

Custom Energy is a unique voice in the energy space. A licensed engineering firm and fully licensed and bonded general contractor, we are not pushing an agenda. We understand the CBPS legislation, and we work tirelessly to help our clients achieve their goals and gain compliance with the CBPS. The number of clients we are supporting, our understanding of the CBPS law, and the quality of the deliverables we produce are unmatched.

Custom Energy is dedicated to advocating for building owners and helping them achieve compliance. We pride ourselves on taking care of our customer and always leaving them in a better situation than we found them. From initial conversations through completion of our services, we will serve as City of Spokane's advocate ensure your buildings comply with all CBPS requirements.

PROACTIVE RESPONSE TO ISSUES & PROJECT SCOPE CHANGES

Custom Energy is a Spokane-based firm with 24 employees that are dedicated solely to performing CBPS-related work. This means that all decisions are made locally and without any bureaucracy.

Custom Energy has the largest and most skilled team in the Pacific Northwest specializing in energy-based legislation as our core business. We understand the current law and have navigated all legislated changes to the CBPS without issuing a single change order to our clients unless the client increased the scope of work of the project.

ADDITIONAL QUALIFICATIONS

A Woman-Owned, Small Business Enterprise (#W2F0028912), DES ESCO partner, Custom Energy is licensed to do business in the State of Washington, providing comprehensive services related to the CBPS.

TEAM COMMITMENT & AVAILABILITY

Our team is highly experienced in providing CBPS-related services for our clients. We hereby commit that we will assign a dedicated staff to perform the services requested by City of Spokane associated with this proposal.

FEATURED PROJECTS

CUSTOM ENERGY

NUMERICA CREDIT UNION

Custom Energy performed Retro-commissioning and retro-balancing of existing HVAC systems for energy savings and improved performance. The existing HVAC equipment and systems were found to be in good condition, even though the building was failing the CBPS. This project has reduced energy use by 24%, allowing the building to achieve compliance with the CBPS.

KHQ-TV STUDIO, SPOKANE

Custom Energy has provided complete CBPS services from Benchmarking, ASHRAE 2 Audit, and Portal submission. Custom Energy also helped secure funding through CBPG program.

ROCKWOOD RETIREMENT COMMUNITIES

Rockwood Retirement selected Custom Energy through a professional referral and recommendation. All investment pathway activities for Rockwood's South Hill campus have been completed. In addition, Custom Energy is currently completing the Meets EUIt pathway activities for Rockwood's Whitworth campus.

SPOKANE PUBLIC SCHOOLS

Spokane Public Schools selected Custom Energy through an competitive RFQ process. We have completed benchmarking and developed a comprehensive CBPS compliance strategy for all SPS-owned buildings. This project includes 32 ASHRAE Level 2 Energy Audits, and 57 total EMPs, O&Ms, Compliance Forms, and submissions through the Portal.

MEAD SCHOOL DISTRICT

Mead School District selected Custom Energy through an RFP process. We have completed an ASHRAE Level 2 Energy Audit for all seven failing Tier 1 buildings owned by the District, secured an EE-024 grant, secured Tier 1 Energy Audit incentive, and reviewed all EMP and O&M work completed in-house by District personnel.

SPOKANE COLLEGES

Custom Energy completed Energy Benchmarking and developed a multi-year Clean Building strategy for Spokane Community College and Spokane Falls Community College. Both campuses are passing, and Custom Energy will complete Path 1 "Meeting the EUIt". Available incentives through WA Commerce will cover 95% of Custom Energy's cost to perform the required work.

We interviewed multiple firms and ultimately selected Custom Energy based on their understanding of the Clean Buildings Performance Standards and their attention to details and customer service. Custom Energy gave us options on how best to proceed, as some of the buildings in our District were failing the CBPS. They identified creative approaches and gave us options to determine the most cost-effective path to achieve compliance for our facilities."

Greggory Fultz
Director of Maintenance & Capital Projects
Othello School District

FEE SCHEDULE & PRICING

FEE SCHEDULE

Custom Energy will invoice monthly based on progress up to the milestone completion percentages listed below. Payment terms are net 30 from the date of invoice. Fee is lump-sum and will be invoiced in accordance with the Pricing table below.

The Owner and Custom Energy agree that the following milestones represent certain levels of completion for the EMP, O&M, and Compliance Forms.

- Site Walk: 50% completion
- Draft documents submitted to Owner: 80% completion
- Final documents submitted to Owner: 100% completion

PRICING

Building Name	Square Feet	Tier	ASHRAE 2 Energy Audit	EMP	O&M Plan	Forms A-C	Forms D&F	Fee/Building
Rock Point East	282,600	1	$71,747	$4,698	$7,687	$2,135	$2,562	$88,829

Total Price **$88,829**

Total Cost to City of Spokane **$88,829**

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 09/23/2026

Date Rec'd	8/10/2026
Clerk's File #	CPR 2026-0002
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING		
Contact Name/Phone	JUAN D 625-6005		
Contact E-Mail	JDRENGIFO@SPOKANECITY.ORG		
Agenda Item Type	Claim Item		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5600-CLAIMS-2026		

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 09/11/2026. Total $7,337,727.21 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $7,049,261.48.

Summary (Background)

Pages 1-22 Check numbers: 622097-622225 Credit Card numbers: 003542-003566 ACH payment numbers: 156455-156657 On file for review in City Clerks Office: 22 Page listing of Claims

What impacts would the proposal have on historically excluded communities?
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
Council Subcommittee Review

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

Narrative

Amount		**Budget Account**
Expense	**$** 7,049,261.48	**#** Various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	LIPPS, JOSH		
Division Director	STRATTON, JESSICA		
Accounting Manager			
Legal			
For the Mayor			

Distribution List	
ACCOUNTSPAYABLE@SPOKANECITY.ORG	

REPORT: PG3620 DATE: 09/14/26
SYSTEM: FMSAP APPROVAL FUND SUMMARY TIME: 07:49
USER: MANAGER PAGE: 1
RUN NO: 41

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	372,963.45
1100	STREET FUND	176,178.62
1200	CODE ENFORCEMENT FUND	2,652.97
1360	GENERAL FUND GRANTS	0.00
1460	PARKING METER REVENUE FUND	5,361.28
1500	PATHS AND TRAILS RESERVE FUND	6,218.70
1560	FORFEITURES & CONTRIBUTION FND	38,225.37
1620	PUBLIC SAFETY & JUDICIAL GRANT	7.40-
1640	COMMUNICATIONS BLDG M&O FUND	17,106.69
1910	CRIMINAL JUSTICE ASSISTANCE FD	744,358.06
1940	CHANNEL FIVE EQUIPMENT RESERVE	1,248.81
1970	SPOKANE FIRE DEPARTMENT	101,805.61
3200	ARTERIAL STREET FUND	127,046.66
4100	WATER & HYDROELECTRIC SERVICES	2,502,964.49
4250	INTEGRATED CAPITAL MANAGEMENT	37,557.21
4300	WASTEWATER MANAGEMENT FUND	280,158.70
4480	SOLID WASTE FUND	146,801.08
4600	GOLF FUND	154.24
4700	DEVELOPMENT SERVICES	5,516.42
5100	FLEET SERVICES FUND	95,988.92
5200	PUBLIC WORKS AND UTILITIES	1,051.20
5300	IT FUND	240,071.41
5310	IT CAPITAL REPLACEMENT FUND	3,430.24
5600	ACCOUNTING SERVICES	42.85
5750	OFFICE OF PERFORMANCE MGMT	9,524.44
5800	RISK MANAGEMENT FUND	104,782.38
5810	WORKERS' COMPENSATION FUND	973.72
5820	UNEMPLOYMENT COMPENSATION FUND	500.00
5830	EMPLOYEES BENEFITS FUND	880,504.49
5900	FACILITIES MANAGEMENT FUND OPS	69,422.57
5901	ASSET MANAGEMENT FUND CAPITAL	58,423.90
5902	PROPERTY ACQUISITION POLICE	313.42
6060	EMPLOYEES' RETIREMENT FUND	2,055.75
6070	FIREFIGHTERS' PENSION FUND	104,000.99
6080	POLICE PENSION FUND	61,997.40
6255	LAW ENFORCEMENT RECORDS MGMT	24,584.00
6730	PARKING & BUSINESS IMPROV DIST	33.95
	TOTAL:	6,224,012.59

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 41

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

DESIMONE CONSULTING LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80156524	26,666.00
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80156562	135,436.58
SPOKANE TREATMENT AND RECOVERY SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80156498	10,344.92
SUMMIT LAW GROUP PLLC	LEGAL SERVICES ACH PMT NO. - 80156566	760.15
TOTAL FOR 0020 - NONDEPARTMENTAL		173,207.65

0030 - OFFICE OF POLICE OMBUDS

LEADERSHIP SPOKANE	REGISTRATION/SCHOOLING ACH PMT NO. - 80156537	3,600.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80156492	200.00
TOTAL FOR 0030 - OFFICE OF POLICE OMBUDS		3,800.00

0100 - GENERAL FUND

1A SMART START LLC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00622123	1,275.89
ABSOLUTE DRUG TESTING LLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80156510	140.40
ACTION DRAIN & ROOTER WA LLC PO BOX 18718	PERMIT REFUNDS PAYABLE CHECK NO. - 00622196	6,916.00
BI INC	GRANT CASH PASS THRU ACCOUNT CREDIT CARD PMT NO. - 70003550	883.29
NICOLAS R CHAVEZ DBA NORTHWEST BEHAVIORAL	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80156543	34,990.00
PERMITIUM LLC	ACCOUNTS RECEIVABLE-MISC ACH PMT NO. - 80156638	143.00

SPOKANE INT'L AIRPORT	DEPOSIT-AIRPORT PARK VIOLATION	
AIRPORT PARKING TICKETS	ACH PMT NO. - 80156563	2,525.93
	TOTAL FOR 0100 - GENERAL FUND	46,874.51

0230 - CIVIL SERVICE

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COPIERS NORTHWEST INC	MISC SERVICES/CHARGES ACH PMT NO. - 80156517	226.94
	TOTAL FOR 0230 - CIVIL SERVICE	226.94

0260 - OFFICE OF THE CITY CLERK

ACCESS INFORMATION HOLDINGS	CONTRACTUAL SERVICES CHECK NO. - 00622124	4,282.06
	TOTAL FOR 0260 - OFFICE OF THE CITY CLERK	4,282.06

0320 - COUNCIL

STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80156643	235.09
	TOTAL FOR 0320 - COUNCIL	235.09

0370 - ENGINEERING SERVICES

ABM INDUSTRY GROUPS LLC DBA ABM JANITORIAL SERVICES	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80156578	1,090.33
AT&T MOBILITY	CELL PHONE CHECK NO. - 00622201	1,281.02
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80156614	2,628.17
PROVIDENCE OCCUPATIONAL MEDICINE SPOKANE DOWNTOWN	MEDICAL SERVICES CHECK NO. - 00622197	190.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80156601	200.00
THOMAS DEAN & HOSKINS INC	CONTRACTUAL SERVICES	

	CREDIT CARD PMT NO. - 70003566	5,041.41
TOTAL FOR 0370 - ENGINEERING SERVICES		10,430.93

0410 - FINANCE AND ADMINISTRATION

BANK OF NEW YORK MELLON CORPORATE TRUST DEPARTMENT	BANK FEES ACH PMT NO. - 80156458	1,875.00
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80156466	1,915.42
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80156608	42.85

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0410 - FINANCE AND ADMINISTRATION	3,833.27

0500 - OFFICE OF THE CITY ATTORNEY

ABM INDUSTRY GROUPS LLC DBA ABM JANITORIAL SERVICES	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80156578	1,134.23
WA STATE BAR ASSOCIATION	ADVERTISING CHECK NO. - 00622200	218.21
TOTAL FOR 0500 - OFFICE OF THE CITY ATTORNEY		1,352.44

0520 - OFFICE OF THE MAYOR

STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80156643	31.34
TOTAL FOR 0520 - OFFICE OF THE MAYOR		31.34

0550 - NEIGHBORHOOD SERVICES

AT&T MOBILITY	CELL PHONE CHECK NO. - 00622192	48.82
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		48.82

0560 - MUNICIPAL COURT

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	

	ACH PMT NO. - 80156587	153.36
JENNY TUPPER DBA INTERPRETER SERVICES LLC	INTERPRETER COSTS ACH PMT NO. - 80156591	1,500.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80156555	564.50
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80156562	887.59
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80156502	1,880.67
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80156571	42.85
WA STATE BAR ASSOCIATION	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00622115	810.00
TOTAL FOR 0560 - MUNICIPAL COURT		5,838.97

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0620 - HUMAN RESOURCES

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80156467	51.12
TOTAL FOR 0620 - HUMAN RESOURCES		51.12

0650 - PLANNING SERVICES

BRANDON WHITMARSH	PER DIEM CHECK NO. - 00622139	437.00
KEVIN FREIBOTT	PER DIEM CHECK NO. - 00622134	437.00
TOTAL FOR 0650 - PLANNING SERVICES		874.00

0680 - POLICE

3SI SECURITY SYSTEMS INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80156455	7,724.28
ACCESS UNLIMITED & SECURITY INC	ALARM/SECURITY SERVICES CHECK NO. - 00622097	543.94
AT&T MOBILITY	MISC SERVICES/CHARGES CHECK NO. - 00622125	815.00

COMCAST	IT/DATA SERVICES CHECK NO. - 00622129	385.36
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80156463	6,814.40
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80156472	52.50
GRANITE TELECOMMUNICATIONS LLC	ALARM/SECURITY SERVICES ACH PMT NO. - 80156476	249.84
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80156476	1,259.70
GREYSTONE PARTNERS INC DBA GREYSTONE TACTICAL	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80156478	1,396.50
INTOXIMETERS	SAFETY SUPPLIES ACH PMT NO. - 80156480	685.16
KERSHAWS INC	OFFICE FURNITURE (NON CAPITAL) CREDIT CARD PMT NO. - 70003547	1,165.22
L N CURTIS & SONS	AMMUNITION ACH PMT NO. - 80156465	16,790.49

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LIFE ASSIST INC	OPERATING SUPPLIES ACH PMT NO. - 80156483	8,913.47
PET EMERGENCY CLINIC	VETERINARY SERVICES CHECK NO. - 00622135	977.13
PROVIDENCE OCCUPATIONAL MEDICINE SPOKANE DOWNTOWN	MEDICAL SERVICES CHECK NO. - 00622197	15.00
READY REBOUND INC	CONTRACTUAL SERVICES ACH PMT NO. - 80156600	43,560.00
ROBERT S LESSER	TUITION REIMBURSEMENT ACH PMT NO. - 80156574	3,871.66
RUGGED SOLUTIONS AMERICA LLC DBA SETCOM CORPORATION	IF CAPITAL COMMISSIONING ACH PMT NO. - 80156493	1,504.93
SECURITAS TECHNOLOGY CORPORATION	ALARM/SECURITY SERVICES ACH PMT NO. - 80156501	1,928.70
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80156558	96.29
SIRCHIE ACQUISITION COMPANY	OPERATING SUPPLIES	

LLC	ACH PMT NO. - 80156495	1,381.80
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80156500	5,045.40
T-MOBILE	CELL PHONE CHECK NO. - 00622137	7,921.73
VERIZON WIRELESS	MISC SERVICES/CHARGES ACH PMT NO. - 80156504	100.00
VESTIS GROUP INC DBA VESTIS SERVICES INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80156609	2,125.66
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	125.74
WA STATE DEPT OF REVENUE	PROTECTIVE GEAR/CLOTHING -	127.08
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00622121	836.45
YWCA	OPERATING RENTALS/LEASES ACH PMT NO. - 80156613	1,222.41
TOTAL FOR 0680 - POLICE		117,635.84

0690 - COMMUNITY JUSTICE SERVICES

COMCAST	IT/DATA SERVICES CHECK NO. - 00622130	299.99

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COMCAST	TELEPHONE CHECK NO. - 00622130	89.60
SCOTT R BRADLEY	PER DIEM CHECK NO. - 00622127	431.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80156608	85.70
TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		906.29

0700 - PUBLIC DEFENDER

ABM INDUSTRY GROUPS LLC DBA ABM JANITORIAL SERVICES	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80156578	1,080.17
CHARLES R DELGADO	LEGAL SERVICES	

DBA DELGADO INVESTIGATIONS LLC	ACH PMT NO. - 80156521	839.25
LYNDA CARPENTER DBA LC INVESTIGATIONS LLC	LEGAL SERVICES ACH PMT NO. - 80156536	950.54
PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80156551	464.22
TOTAL FOR 0700 - PUBLIC DEFENDER		3,334.18

1100 - STREET FUND

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156579	16.42
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80156614	40.86
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156628	173,406.97
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80156622	448.17
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80156476	405.77
NORCO INC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70003563	5.41
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70003559	420.00
PROVIDENCE OCCUPATIONAL MEDICINE SPOKANE DOWNTOWN	MEDICAL SERVICES CHECK NO. - 00622197	570.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80156504	42.85

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80156504	480.12
VESTIS GROUP INC DBA VESTIS SERVICES INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80156647	70.19
WALTER E NELSON CO	OPERATING SUPPLIES CHECK NO. - 00622120	271.86
TOTAL FOR 1100 - STREET FUND		176,178.62

1200 - CODE ENFORCEMENT FUND

AT&T MOBILITY	CELL PHONE CHECK NO. - 00622201	461.04
FOSTER GARVEY PC	LEGAL SERVICES CREDIT CARD PMT NO. - 70003560	1,175.00
NORTH COUNTRY SERVICES LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80156485	1,005.80
WATERCO OF THE PACIFIC NORTH WEST, INC	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00622203	11.13
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		2,652.97

1360 - GENERAL FUND GRANTS

1A SMART START LLC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00622123	1,275.89-
1A SMART START LLC	PROFESSIONAL SERVICES CHECK NO. - 00622123	1,275.89
ABSOLUTE DRUG TESTING LLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80156510	140.40-
ABSOLUTE DRUG TESTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80156510	140.40
BI INC	GRANT CASH PASS THRU ACCOUNT CREDIT CARD PMT NO. - 70003550	883.29-
BI INC	PROFESSIONAL SERVICES CREDIT CARD PMT NO. - 70003550	883.29
NICOLAS R CHAVEZ DBA NORTHWEST BEHAVIORAL	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80156543	34,990.00-
NICOLAS R CHAVEZ DBA NORTHWEST BEHAVIORAL	PROFESSIONAL SERVICES ACH PMT NO. - 80156543	34,990.00
TOTAL FOR 1360 - GENERAL FUND GRANTS		0.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1460 - PARKING METER REVENUE FUND

AT&T MOBILITY	CELL PHONE CHECK NO. - 00622192	499.46
AT&T MOBILITY	IT/DATA SERVICES CHECK NO. - 00622192	49.48

JESTEN RAY	PER DIEM ACH PMT NO. - 80156575	316.00
LAZ KARP ASSOCIATES LLC DBA LAZ PARKING NORTHWEST LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80156535	4,364.00
PEROVICH PARTNERS INC dba SPEEDPRO IMAGING	OPERATING SUPPLIES ACH PMT NO. - 80156497	49.07
PEROVICH PARTNERS INC dba SPEEDPRO IMAGING	PRINTING/BINDING/REPRO ACH PMT NO. - 80156497	83.27
TOTAL FOR 1460 - PARKING METER REVENUE FUND		5,361.28

1500 - PATHS AND TRAILS RESERVE FUND

ECO COUNTER INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80156468	6,218.70
TOTAL FOR 1500 - PATHS AND TRAILS RESERVE FUND		6,218.70

1560 - FORFEITURES & CONTRIBUTION FND

ORKIN	PROFESSIONAL SERVICES CHECK NO. - 00622111	381.85
SOUTHWEST SOLUTIONS GROUP INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80156496	37,843.52
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		38,225.37

1620 - PUBLIC SAFETY & JUDICIAL GRANT

WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00622121	7.40-
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		7.40-

1640 - COMMUNICATIONS BLDG M&O FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80156614	12,345.49

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY NATURAL GAS	

	ACH PMT NO. - 80156614	816.62
CENTURYLINK	TELEPHONE CHECK NO. - 00622202	93.78
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80156470	3,008.00
KEYSTONE LAWN & TREE CARE	SNOW REMOVAL SERVICES ACH PMT NO. - 80156481	842.80
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		17,106.69

1910 - CRIMINAL JUSTICE ASSISTANCE FD

SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80156562	744,358.06
TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD		744,358.06

1940 - CHANNEL FIVE EQUIPMENT RESERVE

CDW GOVERNMENT LLC	COMPUTERS CREDIT CARD PMT NO. - 70003551	1,248.81
TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE		1,248.81

1970 - SPOKANE FIRE DEPARTMENT

ALASKA RUBBER GROUP INC DBA ARG INDUSTRIAL	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003542	88.83
ALASKA RUBBER GROUP INC DBA ARG INDUSTRIAL	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70003542	6.28
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80156614	23,251.31
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80156614	3,743.35
CENTURYLINK	TELEPHONE CHECK NO. - 00622202	153.73
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80156618	7,680.07
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80156470	4,352.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80156622	901.25

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00622102	9.67
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80156622	103.10
FRANCIS AVENUE HARDWARE dba ACE ON FRANCIS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156589	54.55
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70003562	1,374.14
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80156474	1,210.58
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80156476	2,341.24
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70003546	493.68
KEYSTONE LAWN & TREE CARE	SNOW REMOVAL SERVICES ACH PMT NO. - 80156481	842.80
LIFE ASSIST INC	SAFETY SUPPLIES ACH PMT NO. - 80156483	106.59
MICHAEL VAUGHAN	LODGING ACH PMT NO. - 80156508	141.26
MICHAEL VAUGHAN	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80156508	1,222.44
MICHAEL VAUGHAN	PER DIEM ACH PMT NO. - 80156508	147.00
NORCO INC	SAFETY SUPPLIES CREDIT CARD PMT NO. - 70003563	46.17
POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00622207	130.92
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80156490	4,788.58
POMP'S TIRE SERVICE INC	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80156490	991.72
READY REBOUND INC	MEDICAL SERVICES ACH PMT NO. - 80156600	38,238.75
ROMAINE ELECTRIC CORPORATION	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00622112	1,944.15
WASHINGTON LEOFF	PENSION LEOFF II 3.5%	

DEPT OF RETIREMENT SYSTEMS	CHECK NO. - 00622121	7,441.45
TOTAL FOR 1970 - SPOKANE FIRE DEPARTMENT		101,805.61

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

3200 - ARTERIAL STREET FUND

DAILY JOURNAL OF COMMERCE	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00622204	698.50
DAVID EVANS AND ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80156586	19,256.72
HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80156590	8,706.72
KITTELSON & ASSOCIATES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80156594	55,433.57
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80156636	42,951.15
TOTAL FOR 3200 - ARTERIAL STREET FUND		127,046.66

4100 - WATER & HYDROELECTRIC SERVICES

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80156614	781,594.80
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80156614	338.19
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80156581	255,176.30
DURGAN V CITY OF SPOKANE FUND	JUDGEMENTS/DAMAGES CHECK NO. - 00622194	1,428,859.75
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80156476	535.50
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80156532	740.97
NORCO INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003548	30.37
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70003543	16.84
OXARC LLC	OPERATING SUPPLIES ACH PMT NO. - 80156486	7,689.86

PROVIDENCE OCCUPATIONAL MEDICINE SPOKANE DOWNTOWN	MEDICAL SERVICES CHECK NO. - 00622197	425.00
SPOKANE COUNTY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00622113	50.41
THOMAS E LANKEIT 348 EMMA DR	REFUNDS CHECK NO. - 00622105	31.72

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80156646	2,804.04
WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY	OTHER MISC CHARGES ACH PMT NO. - 80156612	24,670.74
TOTAL FOR 4100 - WATER & HYDROELECTRIC SERVICES		2,502,964.49

4250 - INTEGRATED CAPITAL MANAGEMENT

PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80156636	37,557.21
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		37,557.21

4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156579	2,013.89
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80156580	738.46
AT&T MOBILITY	CELL PHONE CHECK NO. - 00622099	1,205.49
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80156618	21,733.02
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80156467	18.50
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80156476	395.92
RYAN FORNEY	REGISTRATION/SCHOOLING CHECK NO. - 00622133	102.00
SPOKANE HOUSE OF HOSE INC	REPAIR & MAINTENANCE SUPPLIES	

	CREDIT CARD PMT NO. - 70003565	7,000.53
THOMAS DEAN & HOSKINS INC	CONTRACTUAL SERVICES CREDIT CARD PMT NO. - 70003566	15,922.34
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		49,130.15

4320 - RIVERSIDE PARK RECLAMATION FAC

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80156614	180,774.13
COMCAST	IT/DATA SERVICES CHECK NO. - 00622193	234.34

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CUESTA SPRINGS ICE COMPANY OF IDAHO LLC	OPERATING SUPPLIES ACH PMT NO. - 80156464	64.88
DETECTION INSTRUMENTS CORP	OPERATING SUPPLIES CHECK NO. - 00622101	754.01
EDGE CONSTRUCTION SUPPLY	OPERATING SUPPLIES ACH PMT NO. - 80156469	52.27
ELJAY OIL CO INC	LUBRICANTS CREDIT CARD PMT NO. - 70003544	314.70
FISHER SCIENTIFIC	OPERATING SUPPLIES ACH PMT NO. - 80156473	294.09
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80156476	1,364.78
HUBER TECHNOLOGY INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003545	15,296.53
INGERSOLL RAND INDUSTRIAL US INC	OPERATING SUPPLIES ACH PMT NO. - 80156479	1,442.42
LION TECHNOLOGY INC	REGISTRATION/SCHOOLING ACH PMT NO. - 80156484	898.00
NORCO INC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70003548	427.20
OXARC LLC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80156486	6,746.04
UNIVAR SOLUTIONS USA INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80156503	4,904.42
VERIZON WIRELESS	CELL PHONE	

	ACH PMT NO. - 80156646	259.67
VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80156504	709.00
VWR INTERNATIONAL	OPERATING SUPPLIES ACH PMT NO. - 80156506	319.67
W W GRAINGER INC DBA GRAINGER	SAFETY SUPPLIES ACH PMT NO. - 80156475	7.96
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		214,864.11

4330 - STORMWATER

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156579	992.36
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80156580	738.45

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80156457	64.39
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80156476	1,986.92
PROVIDENCE OCCUPATIONAL MEDICINE SPOKANE DOWNTOWN	MEDICAL SERVICES CHECK NO. - 00622197	190.00
STARPLEX CORP	CONTRACTUAL SERVICES ACH PMT NO. - 80156502	12,192.32
TOTAL FOR 4330 - STORMWATER		16,164.44

4490 - SOLID WASTE DISPOSAL

AIRGAS SPECIALTY PRODUCTS INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00622098	42,590.16
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80156457	506.35
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR CREDIT CARD PMT NO. - 70003544	2,122.93
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80156476	347.24
GRAYMAR ENVIRONMENTAL SERVICES	HAZARDOUS WASTE DISPOSAL	

INC	ACH PMT NO. - 80156477	1,626.03
NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80156542	4,233.43
PARADIGM SOFTWARE LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156488	190.51
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80156597	61,853.19
PROVIDENCE OCCUPATIONAL MEDICINE SPOKANE DOWNTOWN	MEDICAL SERVICES CHECK NO. - 00622197	2,630.00
PUGET SOUND PIPE & SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156491	4,789.39
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80156558	166.11
SPOKANE HOUSE OF HOSE INC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70003549	466.35
SPOKANE HOUSE OF HOSE INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003549	355.71
THE BATTERY NETWORK INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80156459	4,092.35

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

THE FIG TREE	ADVERTISING CHECK NO. - 00622103	330.00
WASHINGTON EQUIPMENT MANUFACTURING CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156507	845.51
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING RENTALS/LEASES CHECK NO. - 00622100	40.16
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00622100	179.24
	TOTAL FOR 4490 - SOLID WASTE DISPOSAL	127,364.66

4500 - SOLID WASTE COLLECTION

CASCADE ENGINEERING INC	OPERATING SUPPLIES ACH PMT NO. - 80156460	2,624.95
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80156471	3,736.72
PROVIDENCE OCCUPATIONAL	MEDICAL SERVICES	

MEDICINE SPOKANE DOWNTOWN	CHECK NO. - 00622197	800.00
SPOKANE HOUSE OF HOSE INC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70003549	1,940.74
THE BATTERY NETWORK INC	CONTRACTUAL SERVICES ACH PMT NO. - 80156459	3,818.51
W W GRAINGER INC DBA GRAINGER	OPERATING SUPPLIES ACH PMT NO. - 80156475	5,104.75
TOTAL FOR 4500 - SOLID WASTE COLLECTION		18,025.67

4530 - SOLID WASTE LANDFILLS

ACCESS UNLIMITED & SECURITY INC	ALARM/SECURITY SERVICES CHECK NO. - 00622097	9.95
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80156457	1,318.65
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80156476	82.15
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		1,410.75

4600 - GOLF FUND

GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80156476	154.24

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4600 - GOLF FUND		154.24

4700 - DEVELOPMENT SERVICES

BUILT ON TRUST LLC 7407 E STONEMAN	PERMIT REFUNDS PAYABLE CHECK NO. - 00622206	700.00
FOSTER GARVEY PC	LEGAL SERVICES CREDIT CARD PMT NO. - 70003560	755.50
HAYDEN HOMES LLC 250 SE TIMBER AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00622106	2,600.00
MAINSTREAM ELECTRIC LLC 12822 E INDIANA AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00622107	236.16
THE DRAIN SPECIALISTS	PERMIT REFUNDS PAYABLE	

12439 QUAIL RUN WAY	CHECK NO. - 00622108	311.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80156504	731.41
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80156504	123.92
VPC ELECTRIC 6875 W WOODARD WAY UNIT A	PERMIT REFUNDS PAYABLE CHECK NO. - 00622109	58.43
TOTAL FOR 4700 - DEVELOPMENT SERVICES		5,516.42

5100 - FLEET SERVICES FUND

CUMMINS INC DBA CUMMINS SALES & SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156620	10,501.19
FLEETCOR TECHNOLOGIES INC DBA FUELMAN	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80156624	53,536.05
INLAND PACIFIC TRAILER SERVICE & REPAIR LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156629	1,637.72
JEFF L ROGERS DBA JEFFS CUSTOM AUTO DETAIL	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156592	294.51
LEAVITT MACHINERY USA INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156631	1,623.74
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156487	795.25
POMP'S TIRE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156639	13,956.53
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80156639	13,426.52

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY DISTRICT COURT ATTN: SHERRI HANSEN, CLERK OF	PERMITS/OTHER FEES CHECK NO. - 00622199	140.00
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00622203	77.41
TOTAL FOR 5100 - FLEET SERVICES FUND		95,988.92

5200 - PUBLIC WORKS AND UTILITIES

DELL MARKETING LP	MINOR EQUIPMENT	

%DELL USA LP	ACH PMT NO. - 80156523	395.20
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80156525	656.00
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		1,051.20

5300 - IT FUND

DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80156466	234.54
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80156476	1,403.24
QUADIENT LEASING USA INC DEPT 3689	HARDWARE MAINTENANCE ACH PMT NO. - 80156552	395.63
QUADIENT LEASING USA INC DEPT 3689	OPERATING RENTALS/LEASES ACH PMT NO. - 80156552	12,532.04
SHI CORP	CONTRACTUAL SERVICES ACH PMT NO. - 80156558	81,087.79
SHI CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80156558	11,999.39
SHI CORP	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80156494	1,112.92
SPOKANE COUNTY TREASURER	SOFTWARE MAINTENANCE ACH PMT NO. - 80156562	71,112.64
STRUCTURED COMMUNICATION SYSTEMS INC	HARDWARE MAINTENANCE ACH PMT NO. - 80156565	60,193.22
TOTAL FOR 5300 - IT FUND		240,071.41

5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80156523	3,430.24

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND	3,430.24

5600 - ACCOUNTING SERVICES

VERIZON WIRELESS	CELL PHONE	

	ACH PMT NO. - 80156608	42.85
TOTAL FOR 5600 - ACCOUNTING SERVICES		42.85

5750 - OFFICE OF PERFORMANCE MGMT

VOLT MANAGEMENT CORP DBA VOLT WORKFORCE SOLUTIONS	CONTRACTUAL SERVICES ACH PMT NO. - 80156610	9,524.44
TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		9,524.44

5800 - RISK MANAGEMENT FUND

DAVIES CLAIMS SOLUTIONS LLC	INSURANCE ADMINISTRATION ACH PMT NO. - 80156519	22,966.30
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80156570	81,816.08
TOTAL FOR 5800 - RISK MANAGEMENT FUND		104,782.38

5810 - WORKERS' COMPENSATION FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80156463	140.02
OCCUPATIONAL HEALTH SOLUTIONS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80156544	70.00
VICTOR J GIAMPIETRI II DBA WA STATE FIRST AID	CONTRACTUAL SERVICES ACH PMT NO. - 80156573	763.70
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		973.72

5820 - UNEMPLOYMENT COMPENSATION FUND

NATIONAL EMPLOYERS COUNCIL INC DBA PEOPLESYSTEMS	INSURANCE ADMINISTRATION ACH PMT NO. - 80156547	500.00
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		500.00

5830 - EMPLOYEES BENEFITS FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DEER OAKS EAP SERVICES LLC	PROFESSIONAL SERVICES	

DBA ALLONE HEALTH	ACH PMT NO. - 80156520	4,972.00
DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80156621	20,634.21
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80156630	90,663.68
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80156598	758,483.60
REHN & ASSOCIATES	CONTRACTUAL SERVICES ACH PMT NO. - 80156553	576.00
REHN & ASSOCIATES SPOKANE CITY TREASURER	INSURANCE ADMINISTRATION ACH PMT NO. - 80156554	5,175.00
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		880,504.49

5900 - FACILITIES MANAGEMENT FUND OPS

AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80156512	12,242.26
AVISTA CORPORATION	UTILITY NATURAL GAS ACH PMT NO. - 80156512	237.13
CAMTEK INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80156615	1,734.70
GOODALE & BARBIERI COMPANY	OTHER CONTRACTUAL SERVICES ACH PMT NO. - 80156530	5,000.00
INLAND EMPIRE FIRE PROTECTION LLC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00622205	2,090.00
MCKINSTRY CO LLC LOCKBOX	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80156632	465.00
OVERHEAD DOOR CORPORATION DBA WAYNE DALTON SALES &	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00622209	1,134.64
OVERHEAD DOOR CORPORATION DBA WAYNE DALTON SALES &	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00622209	13.70
PACIFIC POWER GROUP LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80156635	2,046.44
PERFORMANCE SYSTEMS INTEGRATION LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156637	449.19
RIVER CITY GLASS INC	BUILDING REPAIRS/MAINTENANCE CREDIT CARD PMT NO. - 70003564	1,134.64
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80156643	38,861.42

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TK ELEVATOR CORPORATION	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80156645	930.25
WAXIE SANITARY SUPPLY	OPERATING SUPPLIES ACH PMT NO. - 80156648	3,083.20
TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS		69,422.57

5901 - ASSET MANAGEMENT FUND CAPITAL

DELL MARKETING LP %DELL USA LP	COMMUNICATIONS EQUIPMENT ACH PMT NO. - 80156466	58,423.90
TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		58,423.90

5902 - PROPERTY ACQUISITION POLICE

DANIEL VALENCIA	PROFESSIONAL SERVICES CHECK NO. - 00622114	313.42
TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE		313.42

6100 - RETIREMENT

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80156466	2,055.75
TOTAL FOR 6100 - RETIREMENT		2,055.75

6200 - FIREFIGHTERS' PENSION FUND

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80156621	1,746.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00622132	38,620.00
MLM USA LLC DBA BELTONE HEARING CARE CENTER	SERVICE REIMBURSMENT CHECK NO. - 00622126	380.06
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80156598	52,628.27
SPOKANE UNITED METHODIST HOME dba ROCKWOOD SOUTH HILL	SERVICE REIMBURSEMENT CHECK NO. - 00622136	10,626.66

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND 104,000.99

6255 - LAW ENFORCEMENT RECORDS MGMT

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY TREASURER	DEPOSIT-COUNTY ACH PMT NO. - 80156562	386.00
WA STATE DEPT OF LICENSING	DEPOSIT-POLICE GUN PERMITS CHECK NO. - 00622208	18,495.00
WA STATE PATROL	DEPOSIT-SPD STATE REMITTANCE CHECK NO. - 00622119	5,703.00

TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT 24,584.00

6300 - POLICE PENSION

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80156621	13.00-
EVERGREEN FOUNTAINS LLC	SERVICE REIMBURSEMENT CHECK NO. - 00622131	6,830.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00622132	14,000.00
JAMES VEITENHEIMER C/O SHARYN THORNE	SERVICE REIMBURSEMENT ACH PMT NO. - 80156577	8,656.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80156598	32,524.40

TOTAL FOR 6300 - POLICE PENSION 61,997.40

6730 - PARKING & BUSINESS IMPROV DIST

DOWNTOWN SPOKANE PARTNERSHIP 818 W RIVERSIDE STE 120	DEPOSIT-MISCELLANEOUS DEPOSITS CHECK NO. - 00622195	33.95

TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST 33.95

TOTAL CLAIMS 6,224,012.59

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	252.82	26.53	171.89
00622097	ACCESS UNLIMITED & SECURITY	553.89		
00622098	AIRGAS SPECIALTY PRODUCTS IN	42,590.16		
00622099	AT&T MOBILITY	1,205.49		
00622100	WATERCO OF THE PACIFIC NORTH	219.40		
00622101	DETECTION INSTRUMENTS CORP	754.01		
00622102	FASTENAL CO	9.67		
00622103	THE FIG TREE	330.00		
00622104	INLAND EMPIRE FIRE PROTECTIO	570.00		
00622105	THOMAS E LANKEIT	31.72		
00622106	HAYDEN HOMES LLC	2,600.00		
00622107	MAINSTREAM ELECTRIC LLC	236.16		
00622108	THE DRAIN SPECIALISTS	311.00		
00622109	VPC ELECTRIC	58.43		
00622110	PET EMERGENCY CLINIC	872.92		
00622111	ORKIN	381.85		
00622112	ROMAINE ELECTRIC CORPORATION	1,944.15		
00622113	SPOKANE COUNTY TREASURER	50.41		
00622114	DANIEL VALENCIA	313.42		
00622115	WA STATE BAR ASSOCIATION	810.00		
00622116	WA STATE DEPT OF LICENSING	17,031.00		
00622117	WA STATE DEPT OF LICENSING	165.00		
00622119	WA STATE PATROL	5,703.00		
00622120	WALTER E NELSON CO	271.86		
00622121	WASHINGTON LEOFF	8,270.50		
00622122	OVERHEAD DOOR CORPORATION	525.97		
00622123	1A SMART START LLC	1,275.89		
00622124	ACCESS INFORMATION HOLDINGS	4,282.06		
00622125	AT&T MOBILITY	815.00		
00622126	MLM USA LLC DBA	380.06		
00622127	SCOTT R BRADLEY	431.00		
00622128	COMCAST	192.68		
00622129	COMCAST	192.68		
00622130	COMCAST	389.59		
00622131	EVERGREEN FOUNTAINS LLC	6,830.00		
00622132	FAIRWINDS SPOKANE LLC	52,620.00		
00622133	RYAN FORNEY	102.00		
00622134	KEVIN FREIBOTT	437.00		
00622135	PET EMERGENCY CLINIC	104.21		
00622136	SPOKANE UNITED METHODIST HOM	10,626.66		
00622137	T-MOBILE	7,921.73		
00622138	WA STATE BAR ASSOCIATION	81.83		
00622139	BRANDON WHITMARSH	437.00		
00622140	BLACKSTONE AUDIO INC		80.98	
00622142	WATERCO OF THE PACIFIC NORTH			166.67
00622143	BERRY ELLISON			66.27
00622144	ANDREW GOODRUM			75.24
00622145	HAJOCA CORPORATION			181.55
00622146	KATHRYN WAGNER			150.00
00622147	KELLER SUPPLY COMPANY			87.26
00622149	MALLORY PAINT STORE INC			969.28
00622150	NEALTON INC			78.87
00622151	SUMMER RRH LLC			48.49

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00622152	SPECIALTY SYSTEMS CO INC			1,018.89
00622153	SPOKANE CITY TREASURER			6,255.99
00622154	SWIRE PACIFIC HOLDINGS, INC			2,125.59
00622155	TOBY'S BATTERY & AUTO ELECTR			169.06
00622156	WALTER E NELSON CO			75.35
00622157	ZIEGLER LUMBER COMPANY			122.36
00622158	SPOKANE COUNTY AUDITOR	308.50		
00622159	SPOKANE COUNTY AUDITOR	317.50		
00622192	AT&T MOBILITY	597.76		
00622193	COMCAST	234.34		
00622194	DURGAN V CITY OF SPOKANE FUN	1,428,859.75		
00622195	DOWNTOWN SPOKANE PARTNERSHIP	33.95		
00622196	ACTION DRAIN & ROOTER WA LLC	6,916.00		
00622197	PROVIDENCE OCCUPATIONAL	4,820.00		
00622198	SPOKANE COUNTY DISTRICT COUR	70.00		
00622199	SPOKANE COUNTY DISTRICT COUR	70.00		
00622200	WA STATE BAR ASSOCIATION	136.38		
00622201	AT&T MOBILITY	1,742.06		
00622202	CENTURYLINK	247.51		
00622203	WATERCO OF THE PACIFIC NORTH	88.54		
00622204	DAILY JOURNAL OF COMMERCE	698.50		
00622205	INLAND EMPIRE FIRE PROTECTIO	1,520.00		
00622206	BUILT ON TRUST LLC	700.00		
00622207	POINTE PEST CONTROL	130.92		
00622208	WA STATE DEPT OF LICENSING	1,299.00		
00622209	OVERHEAD DOOR CORPORATION	622.37		
00622210	BLACKSTONE AUDIO INC		210.51	
00622211	CENTURYLINK		455.99	
00622212	LPM SUPPLY INC		230.75	
00622213	AMY MICKELSON		75.00	
00622214	SPOKANE CITY TREASURER		3,230.61	
00622215	SPOKANE CITY TREASURER		922.79	
00622216	SPOKANE CITY TREASURER		1,347.95	
00622217	SPOKANE CITY TREASURER		1,586.15	
00622218	SPOKANE CITY TREASURER		1,623.13	
00622219	SPOKANE CITY TREASURER		1,235.73	
00622220	SPOKANE CITY TREASURER		1,695.16	
00622221	SPOKANE PUBLIC LIBRARY IMPRE		49.95	
00622222	SPOKANE PUBLIC LIBRARY		427.00	
00622223	T-MOBILE		57.57	
00622224	WA STATE PATROL		22.00	
00622225	NORTHWEST BOULEVARD APARTMEN	134,716.30		
70003542	ALASKA RUBBER GROUP INC	95.11		
70003543	NORTHWEST INDUSTRIAL SERVICE	16.84		
70003544	ELJAY OIL CO INC	2,437.63		
70003545	HUBER TECHNOLOGY INC	15,296.53		
70003546	HUGHES FIRE EQUIPMENT INC	493.68		

70003547	KERSHAWS INC	1,165.22	
70003548	NORCO INC	457.57	
70003549	SPOKANE HOUSE OF HOSE INC	8,922.97	
70003550	BI INC	883.29	
70003551	CDW GOVERNMENT LLC	1,248.81	
70003552	CINTAS CORPORATION		142.56

CHECK #	VENDOR	CITY	LIBRARY	PARKS
70003553	HORIZON DISTRIBUTORS			5,115.67
70003554	NORCO INC			166.38
70003555	PLANET TURF			4,174.73
70003556	RIVER CITY GLASS INC			4,232.24
70003557	SPOKANE HOUSE OF HOSE INC			373.61
70003558	SPOKANE POWER TOOL & HDWE			14.17
70003559	NORTHWEST INDUSTRIAL SERVICE	420.00		110.00
70003560	FOSTER GARVEY PC	1,930.50		
70003561	CINTAS CORPORATION		77.04	
70003562	GALLS LLC	1,374.14		
70003563	NORCO INC	51.58		
70003564	RIVER CITY GLASS INC	1,134.64		
70003565	SPOKANE HOUSE OF HOSE INC	840.36		
70003566	THOMAS DEAN & HOSKINS INC	20,963.75		
80156455	3SI SECURITY SYSTEMS INC	7,724.28		
80156456	ALSCO DIVISION OF ALSCO INC			89.72
80156457	AVISTA UTILITIES	1,889.39		
80156458	BANK OF NEW YORK MELLON	1,875.00		
80156459	THE BATTERY NETWORK INC	7,910.86		
80156460	CASCADE ENGINEERING INC	2,624.95		
80156461	CLUB PROPHET SYSTEMS			163.65
80156462	COLEMAN OIL COMPANY LLC	14,507.77		
80156463	COPIERS NORTHWEST INC	6,954.42		
80156464	CUESTA SPRINGS ICE COMPANY O	64.88		
80156465	L N CURTIS & SONS	16,790.49		
80156466	DELL MARKETING LP	62,629.61		
80156467	DEVRIES INFORMATION MANAGEME	69.62		18.50
80156468	ECO COUNTER INC	6,218.70		
80156469	EDGE CONSTRUCTION SUPPLY	52.27		
80156470	ENVIRONMENT CONTROL OF SPOKA	7,360.00		
80156471	FASTENAL CO	4,127.75		
80156472	GORLEY LOGISTICS LLC	52.50		61.25
80156473	FISHER SCIENTIFIC	294.09		
80156474	GORDON TRUCK CENTERS INC DBA	1,210.58		
80156475	W W GRAINGER INC	5,112.71		
80156476	GRANITE TELECOMMUNICATIONS L	10,526.54		
80156477	GRAYMAR ENVIRONMENTAL SERVIC	1,626.03		
80156478	GREYSTONE PARTNERS INC	1,396.50		
80156479	INGERSOLL RAND INDUSTRIAL	1,442.42		
80156480	INTOXIMETERS	685.16		
80156481	KEYSTONE LAWN & TREE CARE	1,685.60		

80156482	THE LANDS COUNCIL			2,571.42
80156483	LIFE ASSIST INC	9,020.06		
80156484	LION TECHNOLOGY INC	898.00		
80156485	NORTH COUNTRY SERVICES LLC	1,005.80		
80156486	OXARC LLC	14,435.90		
80156487	PAPE MACHINERY INC	795.25		
80156488	PARADIGM SOFTWARE LLC	190.51		
80156489	PETE LIEN & SONS INC	49,739.79		
80156490	POMP'S TIRE SERVICE INC	8,187.07		
80156491	PUGET SOUND PIPE & SUPPLY CO	4,789.39		
80156492	RIVER PARK SQUARE LLC	200.00		
80156493	RUGGED SOLUTIONS AMERICA LLC	1,504.93		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80156494	SHI CORP	1,182.74		
80156495	SIRCHIE ACQUISITION COMPANY	1,381.80		
80156496	SOUTHWEST SOLUTIONS GROUP IN	37,843.52		
80156497	PEROVICH PARTNERS INC	132.34		
80156498	SPOKANE TREATMENT AND	10,344.92		
80156499	SPOKANE COUNTY TITLE CO			654.60
80156500	SPOKANE COUNTY TREASURER	5,215.90		
80156501	SECURITAS TECHNOLOGY	1,928.70		
80156502	STARPLEX CORP	14,072.99		
80156503	UNIVAR SOLUTIONS USA INC	4,904.42		
80156504	VERIZON WIRELESS	2,187.30		
80156505	VESTIS GROUP INC	1,112.67		
80156506	VWR INTERNATIONAL	319.67		
80156507	WASHINGTON EQUIPMENT	845.51		
80156508	MICHAEL VAUGHAN	1,510.70		
80156509	A1 TREE SERVICE LLC			2,885.70
80156510	ABSOLUTE DRUG TESTING LLC	140.40		
80156511	AM HARDWARE CO			283.40
80156512	AVISTA CORPORATION	12,479.39		
80156513	BATTERY SYSTEMS INC			110.17
80156514	DOWNTOWN SPOKANE PARTNERSHIP	45,630.57		
80156515	CATHOLIC CHARITIES	21,775.43		
80156516	COLEMAN OIL COMPANY LLC			5,123.94
80156517	COPIERS NORTHWEST INC	226.94		
80156518	COPPER STATE BOLT & NUT CO			89.04
80156519	DAVIES CLAIMS SOLUTIONS LLC	22,966.30		
80156520	DEER OAKS EAP SERVICES LLC	4,972.00		
80156521	CHARLES R DELGADO	839.25		
80156522	DELK MANAGEMENT LLC			10,910.00
80156523	DELL MARKETING LP	3,825.44		
80156524	DESIMONE CONSULTING LLC	26,666.00		
80156525	DEVRIES INFORMATION MANAGEME	656.00		
80156526	ECCOVIA INC	44,576.50		
80156527	FAMILY PROMISE OF SPOKANE	69,347.32		
80156528	FASTENAL CO			1,183.29

80156529	FRANCIS AVENUE HARDWARE			6.09
80156530	GOODALE & BARBIERI COMPANY	5,000.00		
80156531	W W GRAINGER INC			64.67
80156532	H D FOWLER COMPANY	740.97		
80156533	MARUBENI AMERICA CORPORATION			1,293.54
80156534	INGRAM LIBRARY SERVICES LLC		5,162.41	
80156535	LAZ KARP ASSOCIATES LLC	4,364.00		
80156536	LYNDA CARPENTER	950.54		
80156537	LEADERSHIP SPOKANE	3,600.00		
80156538	SCP DISTRIBUTORS LLC			10,161.72
80156539	LUTHERAN COMMUNITY SERVICES	8,922.45		
80156540	MIDWEST TAPE		1,025.74	
80156541	NAPA AUTO PARTS			106.35
80156542	NORTHSTAR CHEMICAL INC	4,233.43		
80156543	NICOLAS R CHAVEZ	34,990.00		
80156544	OCCUPATIONAL HEALTH SOLUTION	70.00		
80156545	OVERDRIVE INC		10,938.49	
80156546	OXARC LLC			265.95

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80156547	NATIONAL EMPLOYERS COUNCIL I	500.00		
80156548	PLANTS OF THE WILD			828.34
80156549	REXEL INC			4,895.54
80156550	PROFORMA			507.32
80156551	PROVOST PROFESSIONAL	464.22		
80156552	QUADIENT LEASING USA INC	12,927.67		
80156553	REHN & ASSOCIATES	576.00		
80156554	REHN & ASSOCIATES	5,175.00		
80156555	RIVER PARK SQUARE LLC	564.50		
80156556	JANT GROUP II INC			28.28
80156557	SHERWIN WILLIAMS CO			506.72
80156558	SHI CORP	93,279.76		
80156559	SITEONE LANDSCAPE SUPPLY LLC			7,480.31
80156560	SMITH WESTERN CO			811.65
80156561	HESTON HARDWARE			159.69
80156562	SPOKANE COUNTY TREASURER	952,010.37		
80156563	SPOKANE INT'L AIRPORT	2,525.93		
80156564	STONEWAY ELECTRIC SUPPLY			2,069.47
80156565	STRUCTURED COMMUNICATION	60,193.22		
80156566	SUMMIT LAW GROUP PLLC	760.15		
80156567	SWANK MOTION PICTURES INC			870.00
80156568	THE TORO COMPANY			534.80
80156569	RYAN SCHULTE			14,396.75
80156570	US BANK OR CITY TREASURER	81,816.08		
80156571	VERIZON WIRELESS	42.85		
80156572	VESTIS GROUP INC	907.14		
80156573	VICTOR J GIAMPIETRI II	763.70		
80156574	ROBERT S LESSER	3,871.66		
80156575	JESTEN RAY	316.00		

80156576	MARINA SIRENKYI	112,071.30	
80156577	JAMES VEITENHEIMER	8,656.00	
80156578	ABM INDUSTRY GROUPS LLC	3,304.73	
80156579	ACTION MATERIALS	3,022.67	
80156580	ALSCO DIVISION OF ALSCO INC	1,476.91	
80156581	COLUMBIA ELECTRIC SUPPLY/DIV	255,176.30	
80156582	STEVE CONNER		16,069.82
80156583	COPIERS NORTHWEST INC	113.88	
80156584	CORBIN SENIOR ACTIVITY CENTE		2,612.50
80156585	CREEK AT QUALCHAN GOLF COURS		15,822.96
80156586	DAVID EVANS AND ASSOCIATES I	19,256.72	
80156587	DEVRIES INFORMATION MANAGEME	153.36	
80156588	ENTERPRISE FM TRUST		26,543.07
80156589	FRANCIS AVENUE HARDWARE	54.55	
80156590	HISTORICAL RESEARCH ASSOCIAT	8,706.72	
80156591	JENNY TUPPER	1,500.00	
80156592	JEFF L ROGERS	294.51	
80156593	JEWELS HELPING HANDS	10,125.00	
80156594	KITTELSON & ASSOCIATES INC	55,433.57	
80156595	MARTIN LUTHER KING JR FAMILY	25,352.49	
80156596	PACIFIC EDUCATION INSTITUTE		2,294.47
80156597	PETE LIEN & SONS INC	12,113.40	
80156598	PREMERA BLUE CROSS OR	843,636.27	
80156599	PROJECT JOY		2,580.83

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80156600	READY REBOUND INC	81,798.75		
80156601	RIVER PARK SQUARE LLC	200.00		
80156602	THE SALVATION ARMY	45,566.68		
80156603	SANDBAGGERS CLUB LLC			13,865.68
80156604	W B SPRAGUE COMPANY INC			270.03
80156605	STARPLEX CORP			940.33
80156606	T & T GOLF MANAGEMENT INC			24,805.31
80156607	TPC HOLDING INC			8,157.71
80156608	VERIZON WIRELESS	171.40		
80156609	VESTIS GROUP INC	105.85		
80156610	VOLT MANAGEMENT CORP	9,524.44		
80156611	WEST CENTRAL COMMUNITY	12,514.46		6,056.25
80156612	WEST PLAINS AIRPORT AREA	24,670.74		
80156613	YWCA	35,655.92		
80156614	AVISTA UTILITIES	1,005,532.92	370.40	
80156615	CAMTEK INC	1,734.70		
80156616	CENTERSTONE UNLIMITED	64,786.98		
80156617	NCH CORPORATION		482.99	
80156618	COLEMAN OIL COMPANY LLC	14,905.32		
80156619	CONSOLIDATED ELECTRICAL		451.67	
80156620	CUMMINS INC	10,501.19		
80156621	DELTA DENTAL OF WASHINGTON	22,367.21		
80156622	FASTENAL CO	1,061.49		

80156623	FILTERBUY INC		317.88
80156624	FLEETCOR TECHNOLOGIES INC	53,536.05	
80156625	FRONTIER BEHAVIORAL HEALTH		240.00
80156626	HABITAT FOR HUMANITY SPOKANE	177,276.46	
80156627	INGRAM LIBRARY SERVICES LLC		3,593.49
80156628	CPM DEVELOPMENT CORP DBA	173,406.97	
80156629	INLAND PACIFIC TRAILER	1,637.72	
80156630	KAISER FOUNDATION HEALTH PLA	90,663.68	
80156631	LEAVITT MACHINERY USA INC	1,623.74	
80156632	MCKINSTRY CO LLC	465.00	
80156633	MICROSOFT CORPORATION		1,356.00
80156634	MIDWEST TAPE		951.73
80156635	PACIFIC POWER GROUP LLC	2,046.44	
80156636	PARAMETRIX INC	80,508.36	
80156637	PERFORMANCE SYSTEMS	449.19	
80156638	PERMITIUM LLC	143.00	
80156639	POMP'S TIRE SERVICE INC	24,976.28	
80156640	SAVEMORE BUILDING SUPPLY/DIV		11,097.96
80156641	SECURITAS SECURITY SERVICES		20,271.24
80156642	SPOKANE NEIGHBORHOOD ACTION	7,653.44	
80156643	STARPLEX CORP	39,127.85	2,766.78
80156644	TAKE UP THE CAUSE INC	1,154.24	
80156645	TK ELEVATOR CORPORATION	930.25	
80156646	VERIZON WIRELESS	3,063.71	
80156647	VESTIS GROUP INC	70.19	
80156648	WAXIE SANITARY SUPPLY	3,083.20	
80156649	YWCA	8,605.88	
80156650	JENNIE ANDERSON		77.58
80156651	GINA COOPER		35.83
80156652	SHELBY GOW		18.49

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80156653	THOMAS HERRLINGER		21.46	
80156654	LARRY B HUGHES		29.00	
80156655	NEIL, MASON		208.80	
80156656	ALBERT S PECK		150.00	
80156657	RENEE RAIDT		300.00	
		7,049,261.48	73,222.78	215,242.95
			CITYWIDE TOTAL:	7,337,727.21

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 08/18/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/02/2026

Date Rec'd	7/30/2026
Clerk's File #	ORD C36920
Cross Ref #	ORD C36646
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING SERVICES		
Contact Name/Phone	SPENCER 509-625-6097		
Contact E-Mail	SGARDNER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	EXTENSION OF INTERIM ZONING ORDINANCE FOR HEIGHT LIMITS		

Agenda Wording

Extension of interim zoning ordinance for height limits.

Summary (Background)

Council adopted ORD C36646 in March 2025 as an interim zoning ordinance. The ordinance eliminated height limits in the downtown and clarified height limits in other zones across the city. As an interim zoning ordinance, it was assigned a duration of six months, which would expire on Sept 24th. On Sept 15, 2025, City Council adopted a six-month extension, with an expiration of March 24, 2026. City Council adopted a second extension on Feb 23, 2026. The Planning and Economic Development department continues to conduct engagement and study the impacts of permanent changes to height limits as part of the City's periodic update to the Comprehensive Plan. In addition, the City has engaged a consultant, Clarion, to assess and prepare a new development code to replace SMC Title 17. It is expected that policy work regarding the height changes will be completed with the Comprehensive Plan update and that code changes will be implemented as part of the Clarion project. This ordinance proposes to extend the duration of the interim ordinance another six months to March 24, 2027. This is anticipated to be the final extension before adoption of permanent code changes.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER		
Division Director	GARDNER, SPENCER		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	sgardner@spokanecity.org
smacdonald@spokanecity.org	eking@spokanecity.org
amcdaniel@spokanecity.org	

ORDINANCE NO. C36920

An ordinance to extend the duration of interim zoning ordinance C36646 and subsequent ordinances concerning height limits, reiterating a work program, and declaring an emergency.

WHEREAS, on March 24, 2025, City Council adopted ordinance C36646, an interim zoning ordinance regarding height limits; and

WHEREAS, on September 15, 2025, City Council adopted ordinance C36749, which extended the duration of ordinance C36646 to March 24, 2026; and

WHEREAS, on February 23, 2026, City Council adopted ordinance C36834, which extended the duration of ordinance C36834 to September 24, 2026; and

WHEREAS, on November 3, 2025, City Council adopted ordinance C36773, approving a consultant contract for the project entitled “Code Assessment and Modernization of Title 17 of the Spokane Municipal Code”; and

WHEREAS, the Planning and Economic Development department continues to perform related studies and public engagement as part of the periodic update to the City’s Comprehensive Plan, requiring additional time beyond the original expiration; and

WHEREAS, the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code is expected to continue beyond the expiration of expiration of the current interim zoning ordinance on September 24, 2026; and

WHEREAS, in light of the foregoing efforts, the City Council wishes to extend the current interim zoning ordinance an additional six months to March 24, 2027; and

WHEREAS, following council’s initial adoption of this ordinance on September 2, 2026, it was discovered that that the requirements for extension of the interim zoning ordinance had not been followed, and therefore, council needed to reconsider its action on September 2, place the ordinance back on its legislative agenda, and schedule a public hearing, all as required under state law; and

WHEREAS, pursuant to RCW 36.70A.390, the City Council held a public hearing in support of the adoption of this ordinance on September 23, 2026; and

WHEREAS, the error in adoption of this ordinance was only recently discovered, and is sudden and unexpected, and requires immediate action to prevent or mitigate the threat of a lapse in the existing interim zoning ordinance; and

WHEREAS, the normal course of legislative procedures of the City Council cannot timely prevent the lapse in the existing interim zoning ordinance and this ordinance needs to have immediate effect to prevent harm to the community or government functions;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's findings of fact in support of the extension of the interim zoning control set forth in ordinances C36646, CC36749, and C36834. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 6 below

Section 2. Hearing. That the hearing held at the time of adoption of this ordinance fulfills the requirement of RCW 36.70A.390 to hold a hearing in connection with this extension.

Section 3. Work Plan. That the Planning and Economic Development Department shall continue to study, conduct additional public engagement, and evaluate height limits as part of the periodic update to the Comprehensive Plan and the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code projects.

Section 4. Duration. That the duration of the interim zoning ordinance initially enacted by Ordinance C36646, and extended under ordinances C36749 and C36834, shall be extended an additional six months to March 24, 2027.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. 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.

Section 7. Emergency Clause. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government

and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter and under Section 01.01.080 of the Spokane Municipal Code, upon the affirmative vote of one more than a majority of the City Council

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Returned to the Agenda by a motion to reconsider and amended on 09-08-2026

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/23/2026

Date Rec'd	9/2/2026
Clerk's File #	ORD C36938
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	SOLID WASTE DISPOSAL		
Contact Name/Phone	TRACE 625-6524		
Contact E-Mail	TBRADBURN@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	SPECIAL BUDGET ORDINANCE - NORTHSIDE LANDFILL FIRE DAMAGE REPAIRS		

Agenda Wording

Amending ordinance No. C36794, entitled in part, "An ordinance adopting a mid-biennial modification budget for the City of Spokane" and amending it to increase appropriation to restore extensive unplanned damage at the Northside Landfill due to the August 2026 wildfires, and declaring an emergency.

Summary (Background)

The August 2026 wildfire caused extensive unplanned damage at Northside Landfill (NSLF), creating immediate costs for site stabilization, environmental protection, infrastructure repair, erosion control, revegetation, debris-response equipment, and restoration of critical landfill systems. This work must begin during the current biennium to maintain regulatory compliance, protect the landfill's environmental-control systems, prevent additional damage, and support continued safe operations. The associated expenditures are being incurred now and must be separately authorized and tracked to support FEMA and insurance documentation and reimbursement. Waiting until the 2027-2028 biennium would leave current emergency-response and recovery costs without sufficient budget authority and could delay necessary work or jeopardize reimbursement eligibility.

What impacts would the proposal have on historically excluded communities?

The proposal is expected to have a neutral-to-positive impact on historically excluded communities. Work will occur within the existing Northside Landfill footprint and will not displace residents, restrict access to public services, impose new customer fees, or change service eligibility. Restoring vegetation will reduce exposed soil, erosion, fugitive dust, stormwater runoff, and infiltration risks, benefiting nearby residents, landfill employees, customers, and people who may be especially vulnerable to poor air quality or environmental hazards. Temporary construction impacts, including dust, noise, and truck traffic, will be managed through

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?

Because this proposal restores existing landfill infrastructure and does not provide benefits or services based on individual eligibility, the City will not collect personal demographic information solely for this project. The City will track the location and nature of complaints, dust or odor observations, stormwater concerns, service disruptions, and reported health or safety impacts. If off-site impacts are identified, the City may compare their geographic distribution with publicly available, aggregated Census or American Community Survey information to determine whether racial, ethnic, income, disability, or other historically disadvantaged

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

The City will establish baseline conditions through photographs and preconstruction inspections. During the project, staff will document acres treated, seed and erosion-control materials applied, installation dates, weather conditions, contractor progress, and costs. Follow-up inspections will evaluate vegetation establishment, percentage of ground cover, bare areas, erosion or rilling, sediment movement, fugitive dust, stormwater conditions, and areas requiring reseeding or repair. Inspections will occur during establishment, following significant precipitation or snowmelt, and during the next growing season. If vegetation or erosion-

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

The proposal supports the City's Comprehensive Plan goals related to public health, environmental protection, reliable public services, and responsible stewardship of public facilities. It aligns with the Sustainability Action Plan by restoring protective vegetation, reducing erosion and fugitive dust, limiting stormwater infiltration, and improving the landfill's resilience to extreme weather and wildfire impacts. The work supports the City's capital and asset-management objectives by restoring an existing permitted public facility and protecting prior public investment rather than expanding landfill capacity. It is also consistent with neighborhood and Council policies that emphasize minimizing off-site environmental impacts, maintaining safe essential services, and

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 1,331,000.00
Current Year Cost	$ 1,331,000.00
Subsequent Year(s) Cost	$

Narrative

This was an unplanned emergency landscaping expense in the Solid Waste Disposal's 2026 budget that will utilize reserve funds, with possible reimbursements through FEMA and insurance claims.

Amount		Budget Account
Expense	$ 1,331,000.00	# 4530-45300-53745-54212-54923
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

No, reserves are a one-time funding source that are not sustainable.

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	BRADBURN, TRACE	**MANAGEMENT &**	MILLER, JACOB
Division Director	AVERYT, CHRIS		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

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

ORDINANCE NO C36938

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO INCREASE APPROPRIATION TO RESTORE EXTENSIVE UNPLANNED DAMAGE AT THE NORTHSIDE LANDFILL DUE TO THE AUGUST 2026 WILDFIRES, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Solid Waste Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the Solid Waste Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $1,331,000.
A) Of the increased appropriation, $1,331,000 is provided solely for landscape and ground maintenance in the Solid Waste Landfills department.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from damage sustained at the Northside Landfill from the August 2026 wildfires, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/23/2026

Date Rec'd	7/16/2026		
Clerk's File #	RES 2026-0058		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	CHRIS WRIGHT 625-6210	**Requisition #**	
Contact E-Mail	CWRIGHT@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION APPROVING COUNCIL OPERATIONS GUIDE		

Agenda Wording

A resolution adopting a "Council Operations Guide pursuant to Section 9 of the Spokane City Charter and Chapter 02.005 of the Spokane Municipal Code.

Summary (Background)

The City Council requires independent city employees, reportable only to the City Council, to perform its legislative functions. Historically the Council found it necessary to employ regular, full-time administrative, budget, and policy staff to assist in its legislative functions. The Council recently engaged the Matrix Consulting Group ("Matrix") to evaluate council operations and to develop an "operations guide" for the City Council office. Matrix completed its review in June and, as contracted, prepared a draft "Council Operations Guide" for the Council's consideration and potential adoption, which draft is attached as Exhibit "A" to the resolution. As currently written, the resolution formally adopts the Council Operations Guide and provides that it will be binding on all City Council members and staff as of the effective date of the resolution, subject to any state or local laws that may be in conflict with its provisions and to the extent not otherwise expressly modified by future written council resolution(s).

What impacts would the proposal have on historically excluded communities?

None discernable. The Operations Guide is intended to ensure orderly and efficient operation of council, and, to that extent, benefits all Spokane citizens.

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?

The operations guide will be reviewed periodically to ensure recommended procedures and rules function well.

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

See answer above.

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

Resolution and guide are consistent with Section 9 of the City Charter and SMC 02.005.

Council Subcommittee Review

Extensive review of Matrix recommendations by council as a whole and the Operations Workgroup.

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List	
mpiccolo@spokanecity.org	aadam@spokanecity.org

RESOLUTION 2026-0058

A resolution adopting a “Council Operations Guide” pursuant to Section 9 of the Spokane City Charter and Chapter 02.005 of the Spokane Municipal Code.

WHEREAS, the City Council requires independent city employees, reportable only to the City Council, to perform its legislative functions; and

WHEREAS, historically the Council found it necessary to employ regular, full-time administrative, budget, and policy staff to assist in its legislative functions; and

WHEREAS, the Council recently engaged the Matrix Consulting Group (“Matrix”) to evaluate council operations and to develop an “operations guide” for the City Council office; and

WHEREAS, Matrix completed its review in June and, as contracted, prepared a draft “Council Operations Guide” for the Council’s consideration and potential adoption, which draft is attached hereto as Exhibit “A” to this resolution (hereafter, the “Operations Guide”); and

WHEREAS, the Council has reviewed the proposed Operations Guide and finds it suitable for adoption; and

NOW, THEREFORE,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby adopts the Operations Guide; and

BE IT FURTHER RESOLVED that the Council Operations Guide shall be binding on all City Council members and staff as of the effective date of this resolution, subject to any state or local laws that may be in conflict with its provisions and to the extent not otherwise expressly modified by future written council resolution(s).

ADOPTED BY THE CITY COUNCIL ON _____

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE

City Council Office

COUNCIL OPERATIONS GUIDE

Roles, Responsibilities, Protocols & Performance Standards

Effective: 2026 | 808 W. Spokane Falls Blvd., Spokane, WA 99201

Questions: contact the Council Executive Director

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1. Introduction

1.1 Purpose

The Legislative Services and Council Operations Guide is the primary operational reference for all Council Office staff and newly elected Council Members. It documents roles, responsibilities, protocols, and performance expectations that govern how the City Council and its staff deliver legislative services to the residents of Spokane.

It serves four purposes:

- **Onboarding:** Orient newly elected officials and newly hired staff to office operations, expectations, and resources.
- **Consistency:** Establish shared standards for assigning, performing, and communicating work.
- **Accountability:** Define clear expectations to support performance management.
- **Continuity:** Preserve institutional knowledge through election cycles and staff transitions.

This guide supplements — and does not supersede — the City Charter, the Spokane Municipal Code (SMC), the Council Rules of Procedure, and applicable City administrative policies. Where conflicts arise, the formal legal authorities take precedence.

This is a living document. The Council is responsible for reviewing and, by resolution, adopting an updated version of this each year, ensuring that it continually reflects the Council's vision and desired legislative approach. The Council Executive Director is responsible for maintaining and distributing current versions of this Guide.

1.2 Mission & Values

The Council Office exists to support the City Council's mission as the City's legislative body.

> *Mission: To provide professional, nonpartisan legislative support that enables the City Council to govern effectively, transparently, and in the public interest.*

The office is guided by these values:

- **Public Service:** The Council Office's primary obligation is to serve the residents of Spokane and uphold the public interest through effective, equitable, and accountable legislative support, responsive constituent services, and accessible policymaking processes.
- **Professionalism:** Council Members and staff are expected to maintain an atmosphere of professionalism grounded in respect, preparedness, accountability, and constructive communication. Staff is expected to provide accurate, timely, and solution-oriented work products that support informed decision-making and effective governance. Professionalism is demonstrated through respectful interactions, adherence to established policies and procedures, appropriate workplace conduct, and a commitment to effective legislative operations.
- **Integrity:** Council Members and staff are expected to conduct themselves with accountability, impartiality, mutual respect, and responsible stewardship of public resources. While Council Members appropriately advance policy priorities reflective of their elected roles, staff are expected to maintain objectivity, neutrality, and professional independence in performing their responsibilities.
- **Responsiveness:** Council Members and staff are expected to be responsive, accessible, and professional in their interactions with one another, constituents, partner agencies, and stakeholders. Responsiveness includes timely communication, reliable follow-up, and equitable access to staff support and organizational resources.
- **Continuity:** Institutional knowledge, operational practices, and legislative records are maintained and transferred to support organizational consistency, stability, and effective operations regardless of election outcomes or staff changes.

2. Governance Context & Organizational Overview

2.1 Form of Government

Spokane (population approximately 230,609) operates under a Council-Mayor form of government. The City Charter vests all ordinance-making and budget appropriations authority in the City Council while assigning executive and administrative authority to the Mayor. This structural separation means the Council requires independent professional capacity to effectively develop, evaluate, and implement policy.

2.2 Council Composition

The City Council is composed of seven elected members: one Council President, elected at large, who serves as presiding officer; and six Council Members, each representing one of three population-based geographic districts (two per district). All members serve four-year terms, limited to two consecutive terms. The Council President and each Council Member have equal voting rights.

2.3 Governing Authorities

Authority	Relevant Provisions
Spokane City Charter	Legislative authority of the Council (Article III); form of government (Article IV); ethics and conflicts of interest (Art. IV §36); neighborhood councils (Article VIII). Ordinances require two public title readings; the Mayor has 10 days to respond to a Council action with veto power; the Council may override a veto within 30 days by five affirmative votes.
Spokane Municipal Code (SMC)	SMC §02.005 defines Council composition, the Council President's role as department head, and the Council Legislative Assistant structure. SMC §02.01 governs Rules of Procedure. SMC §01.04 establishes the City's ethics code.
Council Rules of Procedure	Adopted by resolution (currently Resolution 2026-0009, adopted March 9, 2026). Governs meeting conduct, agenda processes, committee operations, public comment, voting, and parliamentary procedure. Reviewed and updated annually by February 28.
Washington State Law	Governs city authority and responsibilities, open public meetings (RCW 42.30), public records (RCW 42.56), the Washington Minimum Wage Act (WMWA) governing overtime, and other applicable requirements.

2.4 Staffing Model

The Council Office uses a hybrid model: centralized professional staff serving the full Council, and member-assigned Legislative Assistants supporting individual Council Members.

Position	Count	Service Type
Council President + Council Members	7 elected	Legislative Body

Council Executive/Office Director	1	Centralized
Policy Advisor	1	Centralized
Budget Director	1	Centralized
Director of Communications	1	Centralized
Manager of Intergovernmental Affairs	1	Centralized
Policy Analyst	0-1	Centralized
Budget Analyst	0-1	Centralized
Senior Executive Assistant	0-1	Centralized
Legislative Assistants	3-7	Member/District-Assigned

Centralized positions serve the Council as a whole. Member-assigned Legislative Assistants serve their individual Council Member/the Council members elected to their respective district.

Commented [AM1]: PLACEHOLDER - FOR FINAL ADDRESSING ANY ADJUSTMENTS.

2.5 Supervisory Structure

The Council President serves as department head and provides high-level oversight of the Council Office. The Council Executive Director manages day-to-day operations and has direct supervisory authority over all Central Staff. All Council Office employees serve in an at-will capacity. Each Council Member directly hires, supervises, and may discharge their assigned Legislative Assistant, with the Council Executive Director providing HR oversight. HR and administrative authority over Central Staff rests exclusively with the Council Executive Director; individual Council Members may not direct Central Staff assignments without coordinating through the Council Executive Director.

2.6 Office Budget

The Council Office budget is adopted annually as part of the City's General Fund. The Council President serves as the primary signatory for Council Office budgetary expenditures. The Council President may approve budget expenditures of $10,000 or less without a full council vote; expenditures above $10,000 that differ from the adopted budget require approval by four Council Members at an open public meeting.

If there is a question about whether a proposed expenditure falls within or outside the $10,000 threshold — including disputes about whether related purchases should be treated as a single transaction — the Council Executive Director makes an initial determination in consultation with the Budget Director. If the Council President disagrees with that determination, the matter is brought to the full Council for resolution at the next available open public meeting before the expenditure is authorized.

3. Roles & Responsibilities

Role definitions below describe primary duties and scope. They supplement and should be read alongside official job classifications.

3.1 Council President

In addition to all duties shared with Council Members, the Council President:

- Presides over all City Council meetings and ensures compliance with the Rules of Procedure.
- Represents the Council on intergovernmental boards and regional bodies (Airport Board, PFG Board, Community Assembly, etc.).
- Makes annual appointments of Council Members to standing committees, external boards, and commissions, subject to full Council confirmation.
- Serves as department head of the Council Office; delegates day-to-day management to the Council Executive Director.
- Approves travel, budget expenditures, and administrative matters on behalf of the Council Office.
- Serves as Mayor Pro Tem in the Mayor's absence or incapacity, at which time legislative responsibilities are temporarily suspended.
- Participates in recurring, weekly one-on-one meetings with the Mayor.
- Receives some administrative support from the Senior Executive Assistant.

3.2 Council Members

Council Members carry out the following legislative, policy, and community responsibilities:

- Research, evaluate, deliberate, and vote on ordinances, resolutions, budgets, and policy measures.
- Develop, sponsor, and advance policy initiatives that reflect district priorities, community needs, and broader interests of the City.
- Chair or serve on standing committees: Public Safety & Community Health; Public Infrastructure, Environment & Sustainability (PIES); Urban Experience; and Finance & Administration.
- Represent the City's legislative interests on assigned regional boards, commissions, intergovernmental committees, and community partnerships.
- Maintain accessible, responsive, and professional constituent services.
- Participate in public communication efforts, including media interviews, public meetings, community outreach, and dissemination of legislative information.
- Engage regularly with Neighborhood Councils, community organizations, and partner agencies to support collaboration, transparency, and public involvement in local governance.
- Participate in recurring coordination meetings with the Mayor, Council leadership, staff, and other governmental partners to support intergovernmental communication and organizational alignment.
- Hire, supervise, direct, and may discharge assigned Legislative Assistant staff.
- Attend and actively participate in required legislative functions, including agenda review sessions, legislative meetings, standing committee meetings, study sessions, regional assignments, and district-related community meetings and events.

3.3 Council Executive Director

The Council Executive Director is the chief administrative officer of the Council Office, providing strategic leadership, operational oversight, and day-to-day management support to the City Council and Central Staff. Reporting to the Council President and Council Members, the position oversees legislative support operations, Central Staff supervision, workflow coordination, agenda management, personnel and budget administration, and the development of standardized procedures to ensure consistent, effective, and equitable support services aligned with Council priorities and legislative responsibilities. In the event of an extended absence, prolonged leave, or vacancy in the Council

Executive Director position, the Policy Advisor shall perform the duties of the position on an interim basis to ensure continuity of Council Office operations, staff coordination, and legislative support until the Council Executive Director returns, the position is filled or otherwise directed by the City Council.

To maintain clear lines of supervision and coordination, requests for administrative support from Central Staff should be coordinated through the Council Executive Director, who may then assign or prioritize work for the Senior Executive Assistant as appropriate.

3.4 Policy Advisor

The Policy Advisor serves as the lead for procedural and policy development and analysis, supporting the City Council by conducting research on initiatives and reviewing ordinances, resolutions, and legislative proposals. The position coordinates with the City Attorney's Office on Council-related legal matters, provides guidance on legislative procedures and compliance with Council Rules of Procedure, supports legislative workflow coordination and operational consistency, and assists in the supervision of the Policy Analyst. The Policy Advisor assumes the duties of the Council Executive Director in the event of a protracted absence and/or vacancy.

3.5 Budget Director

The Budget Director provides fiscal oversight, budget analysis, and financial policy support to the City Council, including reviewing the Mayor's proposed budget, preparing budget amendments, coordinating fiscal notes, and analyzing legislative and financial impacts. The position serves as the Council's primary resource for budget development, financial forecasting, labor and contract-related fiscal analysis, and oversight of the Council Office budget, while supervising budget analysts and supporting Council decision-making throughout the annual budget process.

3.6 Director of Communications

The Director of Communications provides the Council with an independent voice through communications, media relations, and public information support separate from the executive branch. The position oversees Council communications strategies, public outreach, media coordination, digital communications, and Council meeting broadcast content, while supporting consistent messaging across Council offices and maintaining a Council-approved communications strategic plan to guide communication priorities, protocols, and resource allocation.

3.7 Manager of Intergovernmental Affairs

The Manager of Intergovernmental Affairs provides the City Council with legislative advocacy, government relations, and regional coordination support, including monitoring federal, state, and regional legislative activity; coordinating lobbying and legislative agenda efforts; and facilitating partnerships with government agencies, regional organizations, and community stakeholders. The position also supports policy analysis and strategic coordination related to intergovernmental relations, nonprofit and community partnerships, grant and funding opportunities, and other regional policy initiatives affecting Council priorities and legislative interests.

3.8 Policy Analyst

The Policy Analyst(s) provide the City Council and Central Staff with dedicated legislative, policy, and analytical support within assigned subject-matter portfolios aligned with Council priorities and major areas of City operations, and coordination with the appropriate Administrative departments. Responsibilities include conducting policy research and analysis, supporting ordinance and resolution development, preparing legislative briefings and presentations, assisting with committee operations and agenda review, monitoring legislative and regional developments, and providing research and background materials to support Council decision-making. One Analyst position is assigned, in whole or in part, to fiscal analysis functions in coordination with the Budget Director. These positions are

structured to provide focused legislative and policy support aligned with the Council's core legislative mission.

3.9 Senior Executive Assistant

The Senior Executive Assistant provides centralized administrative coordination and executive-level support to the City Council and Central Staff under the direction of the Council Executive Director. This position serves as the Council Office's primary administrative support role and central administrative resource, with responsibility for procurement, clerical support, scheduling, purchasing and expense administration, public records request tracking, constituent inquiry coordination, and logistical support for Council meetings and events.

The position also provides scheduling and communications support for the Council President, maintains centralized calendars, supports standardized office procedures, and helps ensure administrative workflows are completed consistently across the Council Office. In coordination with Policy Analysts, the Senior Executive Assistant may also assist with committee agenda preparation and related meeting materials, including agenda formatting, posting, packet preparation, and follow-up documentation. By centralizing these administrative functions, the position allows policy and analytical staff to remain focused on legislative research, budget analysis, committee support, and other higher-level Council priorities.

3.10 Legislative Assistants

Legislative Assistants provide primarily administrative and constituent support to their assigned Council Member, including calendar management, scheduling, constituent communications, meeting and event coordination, correspondence preparation, district outreach coordination, and assistance with communications and community engagement activities. The position serves as the primary day-to-day administrative support resource for Council Members and facilitates coordination between Council Members, constituents, community organizations, and City departments.

Legislative Assistants are assigned to support specific Council Member offices and are expected to coordinate cross-office workload requests through the Senior Executive Assistant. Communications on legislative matters where the Council has not formally taken a position must be clearly identified as representing the views of the individual Council Member rather than the full Council.

4. Core Services & Work Products

4.1 Primary Services

Primary services most directly advance the Council's legislative mission and receive priority in workload planning. This is a coordinated effort between the Council and Administration, with roles outlined below:

- **Legislative Research & Analysis:** Objective, independent research and analysis on policy issues, ordinances, resolutions, and legislative proposals.
- **Policy & Ordinance Development:** Translating Council initiatives and ideas into enforceable policy and law through research, stakeholder engagement, drafting, and legal review.
- **Budget Review & Fiscal Oversight:** Developing Council goals and priorities, independently analyzing the Mayor's proposed budget, developing budget amendments, and evaluating fiscal impacts of legislation.
- **Agenda & Legislative Process Management:** Managing the legislative workflow from item submission through committee review, agenda placement, public hearing, and final Council action.
- **Constituent Services:** Primary contact for city residents, including navigating district-specific needs and requests, responding to inquiries, coordinating issue resolution with City departments, and managing public records requests.
- **Public Communications:** Council communications, media relations, legislative summaries, and community outreach and education.
- **Committee & Meeting Coordination:** Organizing committee work programs, agendas, and facilitating public deliberation.
- **Intergovernmental Affairs:** Advancing the City's federal and state legislative agenda and coordinating with regional bodies.
- **Stakeholder Engagement:** Facilitating community input and public participation processes.
- **Performance & Oversight Support:** Monitoring implementation and effectiveness of adopted legislation and budget allocations.

Several of these services are shared between City Administration and the Council Office. In some circumstances, the Council Office's role will be to perform analysis and/or preparation work to provide to City Administration, while some tasks will be wholly driven by Council Office staff. Ownership of specific tasks will be determined on a case-by-case basis.

4.2 Legislative Development Materials

Legislative Initiatives

- **Legislative Intake Forms:** Capture the purpose, sponsor, requested timeline, desired outcome, and known fiscal, legal, operational, or stakeholder considerations.
- **Initiative Screening Summaries:** Determine the appropriate level of staff analysis, coordination needs, work product type, and readiness for further development.
- **Policy and Analytical Memos:** Evaluate the initiative's background, policy tradeoffs, legal considerations, fiscal impacts, implementation risks, and Council options.
- **Fiscal and Implementation Summaries:** Identify budgetary impacts, staffing needs, departmental responsibilities, timeline considerations, and operational barriers.
- **Vetting and Prioritization Reviews:** Assess larger or more complex initiatives to determine organizational readiness, resource requirements, sequencing, and whether sufficient staff, fiscal, or policy support exists to advance the item.
- **Draft Legislative and Referral Materials:** Translate Council direction into draft ordinances, resolutions, amendments, policy language, budget action items, or committee/Council referral materials.

Policy & Legislative Analysis

- **Descriptive Briefings:** Summarize what a proposed action is intended to accomplish, with background and relevant considerations. Used for routine or ministerial items.
- **Analytical Memos:** Provide descriptive content plus independent analysis of policy tradeoffs, implementation risks, legal considerations, and options for Council action.
- **Policy Strategy Memos:** Frame a policy problem, map the legal and fiscal landscape, and present a range of legislative options and timelines.

Budget & Fiscal Products

- **Fiscal Notes:** Required for all significant legislation, including proposals that create or modify City programs or services, add or reduce staffing, establish new service levels, amend fees or revenues, require new appropriations or budget amendments, affect capital or operating costs, create ongoing financial obligations, or shift work responsibilities across departments. Fiscal notes evaluate the short and long-term financial impact of proposed legislation on city resources, including anticipated costs, savings, revenue impacts, funding sources, implementation needs, and staffing implications.
- **Budget Overview Papers:** Solidify the Council's annual budget priorities and provide these to the Mayor's office for consideration in budget development. Summarize the Mayor's proposed budget by area, identify issues for Council consideration, and present options for amendment.
- **Budget Amendments:** Formal legislative modifications to the proposed budget, drafted by the Budget Director.

Legislative Drafts

- **Ordinances:** Formal legal enactments. Drafted by the Policy Advisor or Policy Analysts in coordination with the City Attorney's Office.
- **Resolutions:** Formal expressions of Council policy or direction. May be drafted by Central Staff or Legislative Assistants, depending on subject matter.

Board, Commission, Committee Appointments

- **Board & Commission Appointments:** Policy Analysts coordinate the application, review, and presentation process for Board, Commission, and Committee appointments in their assigned areas. producing materials for routine appointment or reappointment actions.
- **Director Confirmation Processes:** Policy Analysts lead the confirmation process for Mayoral appointments subject to Council confirmation in their assigned areas.

Circumstances Not Requiring a Central Staff Deliverable

Not every item before the Council requires Central Staff analysis. For the following categories, Legislative Assistants lead the process. Central Staff members are available to answer process questions and review draft materials for accuracy, but do not prepare formal memos or presentations:

- **Resolutions on Matters Outside the City's Direct Authority:** For resolutions making statements related to federal or state policies (e.g., positions on national legislation), Legislative Assistants lead drafting. Central Staff ensures City Attorney review occurs so the resolution is procedurally ready for introduction and may draft amendments.
- **Routine Items:** Items that are ministerial, non-controversial, and have been reviewed by the City Attorney's Office may proceed without a Central Staff memo when the Council Executive Director determines that the Executive's transmittal materials provide sufficient information for Council decision-making.

In all cases, the Council Executive Director makes the final determination on whether a Central Staff work product is required, based on available capacity, the complexity of the item, and the Council's information needs.

4.3 Staff Assignment & Request Protocols

Request Thresholds

The following thresholds govern how requests are routed and tracked. However, staff workload must be communicated to the Council Executive Director each time a request is made directly to Central Staff.

- Requests with a completion timeline of less than four hours (half day) may be communicated directly by a Council Member to the relevant staff member. All such direct assignments must be reported to the Council Executive Director.
- Requests with a completion timeline of more than four hours (half day) are to be directed to the Council Executive Director, who coordinates the assignment.
- Requests with a completion timeline of 20 or more hours require notification to the full Council so all members are aware in advance of the staff commitment.
- Timeline adjustments and reclassification: the level of effort may be unclear at intake; as such, requests may be reclassified as work begins based on simplicity, complexity, research need, coordination requirements, or emerging staff capacity considerations. When a request is moved into a different review or routing category, the requesting Council Member is notified of this change.

Equitable Access

All Council Members have equitable access to Central Staff services. The Council Executive Director is responsible for managing competing priorities in a fair and balanced manner to ensure that no individual Council Member's requests regularly or disproportionately limit another Council Member's access to analytical, policy, or legislative support.

Prioritization

When competing requests arise, staff apply the following principles:

- Time-sensitive legislative matters (statutory deadlines, emergency ordinances, pending votes) take priority over long-range projects.
- Staff must proactively communicate timeline constraints and workload conflicts to requesting offices as soon as they are identified.

Confidentiality on Legislative Projects

- When Central Staff works confidentially with a Council Member on draft legislation prior to introduction, that work product is not shared with others until introduction, unless the legislation requires at least 20 hours of Central Staff time, in which case notification to the full Council is required. The Council Executive Director must be aware of all active projects.

Communication Standards: Transparent Review Process

Central Staff analysts must maintain clear communication with legislative sponsors and the relevant committee chair regarding issues identified through their analysis and how those issues will be presented in work products. A Council Member may not always agree with the analysis but should not be surprised by it when it is published or presented.

- When an analyst identifies a significant policy concern, legal issue, or fiscal impact in a piece of legislation, they must communicate that finding to the sponsoring office before the work product is finalized — not for approval, but so the sponsor is aware of what the analysis will say.
- Staff must proactively raise emerging workload conflicts, timeline changes, and scope adjustments to requesting offices and to the Council Executive Director as soon as they are identified.
- Central Staff may share draft analysis with the Executive branch when needed to verify factual accuracy. When this occurs, the period of shared review must be brief, and the purpose must be disclosed to the sponsoring Council Member.

Analyst Independence

The Council Executive Director retains final authority over the level of research or analysis that can be produced, the production timeline, and the assignment of staff to a project. Within those parameters, individual analysts have final authority over the content of the memos, fiscal notes, budget overview papers, presentations, and budget amendments they produce. Council Members are welcome to provide feedback and raise factual errors, but the analyst's independent judgment governs the substance of their work product.

- The Council Executive Director and direct supervisors of Policy Analysts retain the authority to guide the scope, structure, content, and analytical approach of work products, including determining what information should be included, refined, condensed, or further developed.
- No analyst may be directed by a Council Member, Legislative Assistant, or any other party to change their findings or omit material information from a work product.
- If an analyst believes they are being pressured to compromise the objectivity or completeness of their work, they must notify the Council Executive Director immediately. The Council Executive Director is responsible for resolving the situation and, if necessary, escalating to the Council President.

Escalation When the Concern Involves the Director: When the concern about improper influence involves the Council Executive Director themselves, the staff member should report directly to the Council President, bypassing the Council Executive Director entirely. If the concern involves both the Council Executive Director and the Council President, the staff member may report directly to the City's Human Resources Department, the City Attorney's Office, or through the process established under Washington State's Local Government Whistleblower Protection Act (RCW 42.41). No staff member shall face retaliation for making a good-faith report through any of these channels.

- This independence serves as a structural safeguard for the Council as a whole, rather than an individual prerogative of the analyst. It helps ensure that all seven Council Members can rely on the accuracy, completeness, and objectivity of the analysis they receive, regardless of who requested it.
- If a Council Member has concerns regarding the quality, completeness, tone, or character of an individual analyst's work product, those concerns should be raised with the Council Executive Director for review and, where appropriate, addressed as a supervisory or performance management matter.

4.4 Outside Legal Counsel

The City Attorney's Office provides legal counsel to the City Council and its staff and reviews all Council-generated legislation before introduction. All legal inquiries are coordinated through the Policy Advisor, and all legal advice remains confidential unless waived by five affirmative Council votes.

5. Legislative Processes & Workflows

5.1 Ordinance & Resolution Lifecycle

Stage	Owner	Description
1. Idea / Proposal	Council Member / Policy Advisor	Council Member identifies a policy goal. Policy Advisor or Analyst assists in scoping into a policy framework. Legislation must be sponsored by at least two Council Members.
2. Drafting	Policy Advisor / City Attorney	Legislation drafted by Central Staff or City Attorney's Office. All items must be in final or close-to-final form before committee placement.
3. Committee Introduction	Council Executive Director	Director coordinates placement on the appropriate standing committee. Items submitted to OnBase by 5:00 p.m. Wednesday; all OnBase approvals by 9:00 a.m. Thursday.
4. Committee Review	Committee Chair / Policy Analyst	Committee discusses the proposal. Public testimony accepted. Legislation must be sponsored by at least two Council Members.
5. Full Council – First Reading	Council President / City Clerk	Item placed on the full Council legislative agenda. Includes opportunity for public comment. Must have been on file with City Clerk at least three business days.
6. Full Council – Final Reading & Vote	Full Council	Typically, two or more weeks after First Reading. Council deliberates, makes final amendments, and votes. Four or more affirmative votes required for passage.
7. Mayoral Action	Mayor's Office	Non-emergency ordinances transmitted to the Mayor within five days. Mayor has 10 days to sign, veto, or take no action. Council may override a veto within 30 days by five affirmative votes.

5.2 Council Initiative Process

A Council Member may initiate new legislation or a policy change through the process below. The table shows both the Central Staff role and the Council Member role at each stage. This parallel structure is intended to make clear who is responsible for what within the varying office roles.

Legislative Change Request

Stage	Central Staff Role	Council Office Role
1. Initiation	Policy Advisor or relevant Policy Analyst meets with the sponsoring office to scope the issue: problem being addressed, desired outcome, legal and fiscal landscape, and preferred timeline. For projects likely to require more than 20 hours of staff time, Central Staff prepares a brief written scope summary (see below) before major resources are committed.	Sponsoring Council Member engages Central Staff early. Provides direction on policy intent. Legislation must be sponsored by at least one Council Member to get on Committee and two are required to move out of Committee.
2. Research	Policy Advisor leads research: reviews legal constraints, comparable city approaches, fiscal implications, and operational considerations. Presents findings to the sponsoring office.	Provides direction on how to proceed based on research presented. Leads external stakeholder engagement. Clarifies Central Staff's role to stakeholders.
3. Drafting	Policy Advisor leads drafting of legislation in coordination with the City Attorney's Office. Seeks input from executive subject-matter experts as deemed appropriate. Drafts fiscal note. Coordinates legal review prior to introduction.	Reviews drafts to ensure policy intent is reflected. Provides recitals language. Decides on policy choices presented by Central Staff.
4. Committee Introduction	Coordinates upload to OnBase and placement on committee agenda by the Senior Executive Assistant. Policy Analyst then prepares a descriptive memo for the first committee discussion.	Coordinates with the Council President's office on committee assignment and introduction timing.
5. Committee Discussion	Analyst prepares analytical memo identifying policy issues for deliberation. A second analyst may be assigned to provide independent issue identification. Drafts amendments as directed by Council Members. Director of Communication becomes engaged as this fits within the Council's strategic communications plan.	Sponsor presents the merits of the legislation and engages other Council Members, stakeholders, and media. Sets committee discussion schedule and amendment timeline in coordination with Central Staff.

6. Full Council Action	Prepares the legislation, as amended, for final consideration. Updates fiscal note as needed. Policy Analyst provides an analysis of the proposal.	Sponsor speaks to the merits at the legislative session. Manages stakeholder engagement through final vote.

Scoping Summary for Large Projects

For any Council-initiated project estimated to require more than 20 hours of Central Staff time, the Council Executive Director prepares a brief written scope summary before substantive work begins. This document is shared with the sponsoring Council Member and the full Council for awareness. It covers:

- The policy issue or goal the project is intended to address.
- The anticipated Central Staff work product and role (research, drafting, analysis, or a combination).
- An estimated timeline for key milestones.
- Any known dependencies, legal constraints, or capacity considerations.

The scope summary is not a formal agreement, rather this is a shared understanding that reduces miscommunication and helps the Council Executive Director manage workload across competing requests. The scope summary may be updated as the project develops.

5.3 Agenda Development Workflow

The Council Executive Director manages the legislative workflow, while the Senior Executive Assistant manages agenda creation, development, and finalization in OnBase.

Key standards for agenda development workflow include:

- **OnBase Submission Deadline:** Items must be uploaded to OnBase by 5:00 p.m. on the Wednesday preceding the desired committee meeting date.
- **OnBase Approvals:** All OnBase approvals must be completed by 9:00 a.m. on the Thursday preceding the desired meeting date. Items that do not clear by this deadline may be added at the committee chair's discretion.
- **Required Agenda Sheet:** Each submission must include a fully completed agenda sheet, including a plain-language summary, fiscal impact information, and identification of the Council sponsors. Items with incomplete fiscal information may be excluded by the committee chair or referred to the Finance & Administration Committee for additional review.
- **Committee Agenda Circulated:** Staff will circulate the final committee agenda by the close of business on the Friday preceding the meeting.
- **Fiscal Note Requirement:** Any ordinance or resolution that would impact the City's fiscal condition, based on fiscal note defined standards and requirements, must note that fact on the agenda sheet and include a brief fiscal impact description.
- **Legislative Agenda Distribution:** Final agendas are published and distributed in compliance with the Washington State Open Public Meetings Act (OPMA) notice requirements.
- **Amendment Deadline:** Proposed amendments must be submitted in writing to the City Clerk and all Council Members and staff in accordance with the Council's rules. Each amendment must include a purpose statement and be provided in both clean and redline format. Late amendments, if adopted at the next agenda review session, will automatically defer the item to the next legislative agenda.

5.4 Meeting Schedule

The Council holds three types of regular meetings each week:

- **Agenda Review:** Held Tuesdays at 11:00 a.m. (effective 2026). Agenda Review is used to review the final and draft agendas for the next two legislative meetings and to approve the draft agenda as the final agenda. Any Council Member may move to defer, refer, amend, or withdraw an item.
- **Committee Meetings:** Held monthly on Tuesdays at 1:00 p.m. (effective 2026). Each standing committee meets during its designated week: Public Safety & Community Health in the first week, PIES in the second week, Urban Experience in the third week, and Finance & Administration in the fourth week.
- **Legislative Sessions:** Held on Wednesdays at 6:00 p.m. (effective 2026). Legislative Sessions are the Council's formal public meetings. Open forum follows the conclusion of all legislative business.

5.5 Public Records Compliance

The Council Office operates under Washington State's Public Records Act (RCW 42.56).

- All correspondence, documents, emails, text messages, and records created in the performance of official duties are subject to public records requests, including communications on personal devices.
- Requests received by any Council Office staff member must be immediately forwarded to the Senior Executive Assistant, who coordinates responses with the City Clerk's Office.
- Records must be retained per the Washington State Records Retention Schedule. Staff may not delete any official record without the Director's authorization.

5.6 Post-Adoption Tracking and Oversight

Following the adoption of legislation or policy initiatives, designated Central Staff analysts should maintain ongoing implementation tracking and oversight to preserve institutional knowledge, monitor progress toward intended outcomes, and evaluate operational impacts, amendments, and implementation challenges over time. The Policy Advisor is responsible for coordinating with departments to collect and maintain relevant implementation data, including performance measures, financial impacts, workload indicators, service levels, compliance with legislative intent, community feedback, and milestone completion status, as applicable to the adopted initiative.

As part of this process, the Council or a designated committee should periodically conduct post-adoption reviews to evaluate program effectiveness, administrative implementation, operational efficiency, fiscal impacts, and progress toward established goals and policy objectives. Findings should be summarized through periodic written updates, briefing memoranda, dashboard reporting, or committee presentations to ensure the Council receives consistent information regarding implementation status, emerging issues, measurable outcomes, and any recommended policy, budgetary, operational, or programmatic adjustments.

5.7 Strategic Planning and Annual Priority Alignment

The Council conducts an annual strategic retreat to establish legislative, operational, and budgetary priorities for the upcoming year; evaluate emerging community and organizational issues; review the status of major initiatives; and assess the effectiveness of internal Council operations and processes. As part of this retreat, the Council will also conduct an annual self-evaluation to assess its overall effectiveness as a legislative body, including communication and collaboration among Council Members, alignment on strategic priorities, legislative productivity, committee structure and effectiveness, meeting efficiency, constituent engagement, policy implementation follow-through, intergovernmental coordination, and the effectiveness of Council support operations and staffing resources. The retreat serves as an opportunity to strengthen alignment among Council Members, establish shared expectations, and review long-term organizational and operational needs.

The Council will identify policy objectives, desired service outcomes, and funding priorities to be communicated to the Mayor's Office in advance of preparation of the proposed budget. The annual budget process is one of the Council's most significant policy-making and strategic planning tools. The budget functions not only as a financial operating plan, but also as a mechanism to communicate

organizational priorities, establish service expectations, allocate resources, and measure performance outcomes. Through the budget process, the Council aligns financial decisions with adopted strategic goals, legislative initiatives, infrastructure needs, and long-term community priorities while balancing fiscal sustainability and operational capacity.

To support medium- and long-term policy development, Central Staff will facilitate periodic planning workshops and strategy sessions for Council Members focused on one- to five-year planning horizons. These workshops assist the Council in defining measurable objectives, identifying emerging issues and opportunities, evaluating operational constraints, assessing organizational and staffing capacity, and developing potential legislative or policy approaches. Central Staff will also provide research, benchmarking, implementation considerations, and policy analysis to support informed decision-making and help ensure that adopted initiatives are achievable, sustainable, and aligned with the Council's broader strategic direction.

6. Council Office Operations

6.1 Constituent Services Standards

The following standards apply to all constituent-facing work across the office:

- **Response Time:** Staff should provide an initial acknowledgment within two business days and a full resolution or status update within five business days, where feasible.
- **Intake & Tracking:** Constituent contacts should be logged and tracked consistently. Contacts should be documented in a consistent format coordinated by the Senior Executive Assistant, using available office tools until a formal tracking system is established.
- **Professional Communication:** All constituent and interdepartmental communications must be courteous, clear, and professional. Staff should use plain language, acknowledge the constituent's concern, avoid overly technical or defensive wording, and provide helpful information or next steps when available. Communications should remain respectful and neutral, even when responding to complaints, disagreements, or emotionally charged issues, and should always reflect the professionalism of the Council Office.
- **Multi-District Inquiries:** Issues affecting multiple districts should be coordinated among the relevant Legislative Assistants and escalated to the Council Executive Director when needed.
- **Escalation:** Matters involving legal questions, safety concerns, media attention, or significant public controversy must be elevated to the Council Member and/or Council Executive Director.
- **Confidentiality:** Information gathered, received, or overheard in the Council Office may be privileged, sensitive, or incomplete. Staff must not disclose confidential or sensitive information outside the office. If there are questions about confidentiality, these should be vetted and addressed in coordination with the Council Executive Director.

6.2 Information Integrity, Confidentiality, and Protected Reporting

This standard is intended to balance the Council Office's obligation to protect sensitive, preliminary, privileged, and personnel-related information with the equally important need to preserve lawful reporting channels for concerns involving misconduct, legal violations, safety risks, misuse of public resources, or other improper governmental action.

- **Confidentiality and Discretion:** Council Members, Central Staff, and Legislative Assistants may receive, prepare, or overhear information that is privileged, sensitive, preliminary, personnel-related, legally protected, or incomplete. Such information should be handled with discretion and not disclosed outside appropriate City channels unless authorized, legally required, or made through an appropriate protected reporting process.
- **Preliminary, Legal, and Personnel-Related Information:** Draft materials, internal recommendations, legal communications, personnel matters, complaints, investigations, labor matters, and executive session information should be handled with heightened care. Washington law recognizes protections for certain preliminary drafts and intra-agency memoranda, attorney-client privileged communications, and executive session discussions within defined statutory limits.
- **Protected Reporting:** Confidentiality expectations do not prohibit good-faith reporting of improper governmental action through appropriate channels. Council Members and Council staff should use established City procedures, supervisory channels, Human Resources, the City Attorney's Office, or other legally appropriate reporting avenues when raising concerns involving misconduct, retaliation, safety risks, legal violations, or misuse of public resources.
- **Appropriate Disclosure and Review:** Informal disclosure, rumor, unauthorized distribution, or personal social media should not be used as a substitute for legally appropriate reporting or disclosure. When there is uncertainty regarding confidentiality, privilege, public disclosure, or protected reporting, the matter should be reviewed with the Council Executive Director and, where appropriate, the City Attorney's Office, Human Resources, or the City Clerk's Office before information is shared.

- **Governing Authority:** These standards are subject to and should be applied consistently with the City Charter, City Code, Council Rules, applicable City policies, and Washington State law, including requirements under the Public Records Act, Open Public Meetings Act, and Local Government Whistleblower Protection Act.

6.3 Timekeeping, Accountability, & Overtime

All Council Office staff are responsible for accurately documenting hours worked, regardless of position, assignment, work location, or schedule. Timekeeping is an essential accountability practice that supports compliance with wage-and-hour laws, provides transparency into staff workload, documents after-hours and off-site work, and helps supervisors manage capacity, overtime, and the equitable distribution of work across the office.

Time spent in the Council Office during regular business hours should be used for City-related work, with personal tasks limited to authorized breaks or meal periods. Work on behalf of outside organizations, campaigns, advocacy groups, community groups, or other third-party entities may not be conducted using City time, equipment, technology, office space, email accounts, supplies, or other City resources. Any participation in a public meeting on behalf of an outside group or third-party interest must occur outside paid staff hours, without City resources, and with clear disclosure of the individual's role, purpose, and capacity.

To promote consistent reporting, basic timecards are required for all Central Staff and Legislative Assistants. Timecards must be completed for each workweek and reviewed and signed by the employee's direct supervisor. These records are intended to supplement formal payroll entries and provide a clear record of regular hours, after-hours work, off-site work, leave usage, and overtime-eligible activity.

- **Timekeeping Requirement:** All Central Staff and Legislative Assistants must submit a weekly timecard documenting hours worked. Timecards must reflect actual hours worked, including regular work hours, leave, overtime, after-hours work, and off-site work performed during regular business hours.
- **Work Outside Regular Business Hours:** Any employee who performs work outside the standard 8:00 a.m. to 5:00 p.m. timeframe must document those hours on their timecard. This includes evening meetings, community events, legislative sessions, committee meetings, constituent work, email or voicemail responses, research, drafting, or other work performed before or after regular business hours.
- **Off-site Work:** Employees must document all off-site work on their timecard, whether performed during regular business hours or outside the standard 8:00 a.m. to 5:00 p.m. schedule. Timecards should note the applicable time and general nature of the work performed to support accurate reporting, accountability, and consistent tracking of work completed outside the Council Office.
- **Payroll System:** All payroll-related entries are recorded in PeopleSoft, including regular time, overtime, vacation, and sick leave. Submissions and timecards must reflect actual hours worked.
- **Workweek:** The workweek runs from Sunday at 12:00 a.m. through Saturday at 11:59 p.m. Hours may not be averaged across multiple workweeks for purposes of determining overtime eligibility.
- **Overtime Eligibility and Approval:** The Council Office operates under the Washington State Minimum Wage Act. Non-exempt employees must be paid at 1.5 times their regular rate of pay for all hours worked over 40 in a single workweek; paid leave and holidays do not count as hours worked for overtime purposes. All overtime must be approved in writing by the Council Executive Director or Council President, in consultation with the Council Budget Director, before the work is performed. Unauthorized overtime may result in corrective or disciplinary action. Overtime-eligible employees must report and be compensated for all hours worked.
- **Compensable After-Hours Work:** Non-exempt employees must report all compensable work performed outside scheduled hours, including attendance at evening legislative sessions, committee meetings, community events, checking or responding to email or voicemail, performing research or drafting assignments, or working through an unpaid meal period.

- **Telework Documentation:** Employees must document all telework hours on their timecard, including regularly scheduled remote work and any approved ad hoc remote work. Telework must be consistent with an approved Work from Home Agreement or advance email authorization, and staff remain subject to in-person attendance requirements for Council meetings, committee meetings, public hearings, community events, and other operational needs.
- **Supervisor Review:** Direct supervisors are responsible for reviewing and signing weekly timecards, confirming that hours are complete and reasonably documented, and identifying workload, scheduling, or overtime concerns that may require follow-up with the Council Executive Director.

6.4 Telework Policy

The Council Office supports a structured hybrid telework model that balances operational flexibility with the in-person presence required for effective legislative service. The following standards apply to all Central Staff. Legislative Assistants' schedules are determined by their assigned Council Member in consultation with the Council Executive Director.

In-Office Requirements

Minimum On-Site Requirement: Central Staff are expected to work on-site at City Hall a minimum of three (3) days per week. The remaining days may be performed remotely from an approved location, subject to a completed and approved Work from Home Agreement (Appendix C).
Mandatory In-Person Events: Staff are required to be on-site for: all Council and committee meetings; public hearings; agenda review sessions; community events and public-facing functions; and any operational situation requiring in-person staff presence as determined by the Council Executive Director.
Director Discretion: The Council Executive Director may adjust in-office requirements for individual staff members or for the full office based on legislative calendar demands, meeting load, or other operational needs. Adjustments are communicated in advance where possible.

Work from Home Agreement

Agreement Required: Any staff member requesting a regular remote schedule must complete a Work from Home Agreement specifying scheduled work hours and location for each day of the week. The agreement is signed by both the employee and the Council President and remains in effect until amended.
Ad Hoc Remote Requests: Requests to work remotely on a day not covered by an existing WFH Agreement must be submitted by email to both the Council Executive Director and the Council President in advance of the remote day.

Remote Work Expectations

Availability: Staff working remotely must remain fully available by phone, email, and Teams during all scheduled work hours. Response times should be equivalent to in-office standards.
Performance Standards Apply: Telework is a schedule accommodation, not a change in work duties. All performance expectations, timekeeping requirements, and confidentiality obligations apply regardless of work location.
Work Location: Staff may not conduct City work from locations outside Washington State without prior written authorization from the Council Executive Director, due to potential tax and employment law implications.

6.5 Ethics, Conflicts of Interest, & Conduct

The Council Office holds itself to high ethical standards and expects proactive disclosure of actual, potential, or perceived conflicts of interest. Clear ethical parameters are essential to maintaining public trust, supporting transparent governance, protecting the integrity of Council decision-making, and ensuring that public office, staff roles, and City resources are used only for appropriate public purposes.

All Council Office staff are subject to SMC Chapter 01.04A, Code of Ethics, and elected officials are also subject to ethical parameters in the City Charter and Council Rules of Procedure.

- **Core obligation:** Uphold the highest standards of responsibility, trustworthiness, integrity, truthfulness, honesty, and fairness. Never use City position, authority, or resources for personal gain.
- **Annual disclosures:** Conflict-of-interest disclosure forms must be completed annually by all Council Members and Council Office staff. The Council Executive Director administers this process.
- **Council Member Conflicts:** Council Members must promptly disclose any actual or potential conflict of interest. A Council Member with a personal interest in a matter before the Council must disclose that interest and abstain from deliberation and voting (per Spokane City Charter § 36).
- **Grievances:** Grievances and disciplinary actions are handled in coordination with the City's Human Resources Department, with the Council Executive Director serving as the HR point of contact for the Council Office.

6.6 Conduct During Elections

Council Members must maintain a clear separation between official City business and campaign or election-related activities. During an election period, Council Members may continue to perform official duties and respond to constituent concerns; however, campaign-related communications, scheduling, materials, events, and requests should be handled outside City processes and through campaign-designated channels.

To ensure this separation, the following standards apply:

- **Use of City Resources and Platforms:** City facilities, staff time, public resources, City equipment, official email accounts, Council Chambers, newsletters, or other City resources may not be used to support or oppose any candidate, campaign, or ballot proposition.
  - *Social Media & Websites:* Official Council websites and social media platforms may not be used in support of or opposition to a ballot measure or political campaign. Furthermore, official social media pages must maintain an objective stance and will not "like," share, or otherwise engage with content related to the personal campaigns of Council Members.
  - *Meeting Agendas:* Council meeting agendas and public comment opportunities shall not be used as a political platform or forum by political candidates, nor by organizations supporting or opposing political campaigns or ballot measures.
- **Separation of Official and Candidate Roles:** When representing the Council in an official capacity (e.g., serving as a spokesperson at public events or in the media) during an election period, Council Members must maintain a clear distinction between their role as an elected official and their role as a candidate.
- **Solicitation of Contributions:** No person shall solicit or receive monetary contributions or services for political purposes in any room or building occupied for the discharge of official City duties.
- **Communication Budgets and Newsletters:** To avoid the perception of taxpayer dollars funding political materials, Council Members should adhere to designated communication blackout periods, such as suspending the use of district communication funds 60 days prior to an election or withholding the mailing of official newsletters between primary and general elections. During an election year, official newsletters should avoid articles that attack or criticize other officials, address integral campaign platform issues, or discuss issues actively being debated by opposing candidates.
- **Transitioning & Fiscal Oversight:** The City should ensure appropriate fiscal policies are in place during election years, including the timely disabling of purchase and travel cards for outgoing Council Members to prevent inadvertent overspending that may impact incoming members' budgets.
- **Use of Employee Images:** Council Members should avoid using images of City employees in uniform or at work in campaign materials. During the active candidacy period, Council Members

must refrain from highlighting or adding images of on-duty city employees to personal or re-election websites and social media platforms.

Council staff must remain neutral and strictly separate from municipal election or re-election activities in their official City capacity. However, as private citizens, staff members retain their rights to engage in the political process outside of work hours. Constituent inquiries received during an election period should continue to be handled through the standard constituent service process, with care to ensure that City resources are used only for official City business.

To ensure a clear separation between official duties and personal political activities, the following standards apply:

- **Personal Political Participation (Off-Duty):** Staff members are permitted to participate in campaign activities, volunteer for candidates, and express their personal political opinions outside of their regular working hours and while off duty. Nothing shall be construed as prohibiting any staff member from exercising their First Amendment right to privately express an opinion, engage in political activities on their own time, or cast a vote.
- **Prohibition on City Resources and Time:** Staff are strictly prohibited from engaging in any political campaign activity during work hours or while on duty. Staff may not use any City resources—including office equipment, City facilities, official email accounts, or staff time—to support or oppose a candidate for public office.
- **Clear Separation of Roles:** When engaging in off-duty campaign activities, staff must do so strictly in their personal capacity. Staff must not use their official Council title or position to imply City endorsement, nor wear City-issued uniforms or badges while engaging in personal political advocacy.
- **Monetary Contributions:** Staff may make personal monetary contributions to campaigns; however, no person shall solicit or receive any contribution for political purposes in any room or building occupied for the discharge of official City duties.
- **Prohibited Official Campaign Support Tasks:** While serving in their Council Office role and during work hours, staff may not draft, type, edit, copy, print, email, post, distribute, coordinate, schedule, or otherwise support campaign-related materials, candidate statements, or campaign communications. Specific prohibitions while on duty include drafting campaign press releases, conducting opposition research, or scheduling campaign appearances.
- **Handling Campaign Inquiries & Favors:** Campaign-related calls, emails, correspondence, or requests received during work hours should be referred directly to the Council Member or their designated external campaign contact. Additionally, staff must not work outside the standard constituent complaint resolution process to secure a quick response as a "campaign favor" for an incumbent or candidate.

6.7 Travel & Purchasing

The Council office adheres to the City's administrative travel and purchasing policies. Key requirements specific to the Council office in applying these include:

- **Travel Approval:** All travel must be approved in advance by the Council President.
- **Travel Authorization Form:** This form must be submitted prior to travel, including the event agenda, estimated costs, and applicable federal GSA per diem rates (gsa.gov/travel).
- **Unallowable Expenses:** Any charges that are inconsistent with approved travel expenses and any undocumented charges are the personal financial responsibility of the Council Member or staff.
- **Office Purchasing:** General supplies are coordinated through the Senior Executive Assistant and charged to the Council Office budget. Special supply requests or items that exceed the standard budget allocation require approval from the Council Executive Director. All purchasing card transactions must be supported by valid receipts submitted for timely reconciliation.

6.8 Technology Systems

System	Primary Use	Key Notes
OnBase	Legislative document management	System of record for all formal legislative items. All agenda submissions go through OnBase. Contact IT Help Desk for access issues.
PeopleSoft	Timekeeping & HR	Submit all hours worked, including overtime and leave. Must reflect actual hours. Contact Payroll for corrections.
Microsoft Outlook	Email, calendar, room booking	Primary email and scheduling system. Book conference rooms through Outlook's room finder.
Microsoft Teams & Planner	Staff collaboration	Used for internal communication, file sharing, task tracking, and virtual meetings. Follow office-wide protocols from the Council Executive Director.
SharePoint	Document repository	Shared location for templates, letterhead, procedures, and reference documents. Use the approved file naming convention.

6.9 Document & Records Management

Consistent document management practices are essential for legal compliance, operational continuity, and efficient knowledge sharing. All Council Office staff must follow these standards:

- **Templates and Forms:** Council Office templates and standardized forms are maintained in a centralized SharePoint location to ensure staff have access to current, consistent materials. The Senior Executive Assistant conducts quarterly document maintenance, including reviewing materials for accuracy, removing outdated versions, confirming formatting consistency, and maintaining version control and an update log. At a minimum, this includes standard forms for:
  - Legislative requests.
  - Committee referrals
  - Policy analysis requests
  - Agenda templates
  - Staff memo templates
  - Staff reports and agenda sheets
  - Transmittal and request templates for Council Member or Administration-initiated legislative or budget proposals
  - Other forms needed to support Council Office operations, legislative review, agenda preparation, and internal office processes
- **File Naming:** All documents saved to shared drives or SharePoint must follow: [Date_YYYY-MM-DD]_[Type]_[Subject]_[Version]. Example: 2026-09-15_Memo_BudgetAmendment_v2.
- **Folder Structure:** Files must be saved in the designated SharePoint folder structure. Do not create personal or parallel filing systems on shared drives.
- **Retention:** Retain all records per the Washington State Records Retention Schedule. Council Members and staff must not delete any official record without Council Executive Director authorization and confirmation of the applicable retention period.
- **Letterhead & Brand:** All external communications must use the approved City of Spokane letterhead. Business cards and signature stamps are coordinated through the Council Executive Director.

6.10 Conference Rooms & Facilities

City Hall conference rooms are available for Council Office use and must be reserved through the Outlook calendar system. The Council Chambers and an adjoining conference room are the primary spaces for Council meetings and hearings. The Council Office operates in an open-plan environment within City Hall; use the available conference rooms for confidential conversations and focused work.

6.11 Interdepartmental Coordination and Communication Protocols

To support effective governance, the Council Office has formal protocols governing interactions between the legislative and executive branches, including standards for departmental coordination, information requests, and intergovernmental collaboration.

- **Legislative vs. Administrative Boundaries:** Council Members and Council staff must respect the separation of powers between the legislative and executive branches. While the Council maintains policy oversight and legislative authority, it should not interfere with the day-to-day administration of City operations, direct the work of executive staff, or issue orders to employees subordinate to the Mayor or Chief Administrative Officer.
- **Routing Requests:** When a request for information or action is minor in nature and requires minimal staff time, the Council Member or Council staff may coordinate directly with the applicable department head. Requests involving significant staff resources, operational impacts, policy considerations, or sensitive matters should be submitted in writing and routed through the Council President to the Mayor or City Administrator to ensure appropriate coordination, accountability, and workload management.
- **Intergovernmental Relations:** The Council may use a designated committee structure or dedicated intergovernmental affairs staff to coordinate with local, regional, state, and federal agencies and to advance the City's legislative, policy, and partnership priorities in a consistent, organized manner.

6.12 Media Relations and Spokesperson Guidelines

- **Official Council Communications:** The City Council President serves as the City Council's official spokesperson and is responsible for communicating adopted Council positions and actions to the media and the public. When appropriate, the Council may designate another spokesperson with subject-matter expertise or project sponsorship to communicate on its behalf regarding a specific issue or initiative.
- **Individual Council Member Communications:** Council Members may communicate independently with the media and public regarding their personal positions, district priorities, and policy views. When doing so, Council Members must clearly indicate that they are speaking as an individual elected official and not on behalf of the full Council. Council Members should avoid making statements that could be construed as representing an adopted Council position on matters where the Council has not yet taken formal action. Legislative Assistants may support individual Council Member communications, including media coordination, press releases, and social media, provided that any materials distributed through City channels or using City resources are factual, nonpartisan, and consistent with adopted Council policies. When a Council Member is unsure whether a communication falls within the official Council spokesperson territory, they should consult with the Council President or the Director of Communications before proceeding.
- **Council Staff Communications:** Central Council Staff and Legislative Assistants are responsible for providing accurate, professional, and nonpartisan communications in support of the legislative body and individual Council offices. Staff communications must align with adopted Council policies, maintain confidentiality when required, and clearly distinguish between official Council actions, administrative information, and individual Council Member positions. When expressing personal opinions or engaging in communications outside their official capacity, staff must clearly communicate that such views are their own and do not represent the position of the City Council or the Council Office.

- **Council Communications Plan:** The Director of Communications is responsible for developing, maintaining, and implementing a Council-approved communications plan establishing consistent standards for messaging, media coordination, branding, public information procedures, communication priorities, and stakeholder engagement to support transparent, accurate, and coordinated public communications.

7. Performance Expectations & Professional Standards

7.1 Core Professional Standards

Ethics Standard (SMC 1.04A): "It is the policy of the City of Spokane to uphold, promote, and demand the highest standards of ethics from all of its employees who shall maintain the utmost standards of responsibility, trustworthiness, integrity, truthfulness, honesty and fairness in carrying out their public duties, avoid any improprieties in their roles as a public servant including the appearance of impropriety, and never use their City position, authority or resources for personal gain."

The following standards apply to all Council Office staff regardless of position:

- **Quality:** All work products meet standards of accuracy and thoroughness and are professionally presented. Staff review their work before submission.
- **Responsiveness:** Staff respond to Council Members, constituents, and colleagues promptly. Delays are communicated proactively.
- **Objectivity:** Analysis and advice are provided honestly by staff, without personal or political bias.
- **Conflicts of Interest:** Disclose any personal financial interest or relationship that could create a conflict with official duties.
- **Collaboration:** Work cooperatively across the office; avoid creating information silos.
- **Professionalism in Public:** Conduct in meetings, community events, media appearances, and online must reflect positively on the institution.

Additionally, the Council Office is committed to applying established City human resources standards and procedures to its employees, including hiring, discipline, performance management, leave administration, and other personnel matters. These processes should be followed to promote consistency, fairness, and administrative accountability, while recognizing that Council Office personnel practices must also remain consistent with the Council's independent authority, separation-of-powers responsibilities, and any applicable Charter, Code, rule, or legal requirement governing the legislative branch.

7.2 Annual Performance Management Cycle

Each Central Staff and Legislative Assistant employee will participate in an annual performance evaluation conducted by their direct supervisor. These evaluations provide a structured opportunity to review job performance, clarify expectations, recognize accomplishments, identify training or professional development needs, and align individual work priorities with the Council Office's broader goals and service expectations.

Rating Scale

Rating	Label	Description
1	Unsatisfactory	Performance does not meet minimum expectations. Immediate improvement required.
2	Needs Improvement	Performance partially meets expectations. A development plan is recommended.
3	Meets Expectations	Performance consistently meets position requirements. Solid, reliable contribution.
4	Exceeds Expectations	Performance regularly exceeds position requirements. Demonstrates initiative.
5	Outstanding	Performance is exemplary. Serves as a model for others.

Evaluation Dimensions

All staff are evaluated on: Quality of Work; Prioritization; Time Management; Meeting the Needs of Multiple Council Members; Teamwork; Quantity of Work; Initiative; and Reliability.

Review Cycle

The annual cycle has three checkpoints:

- **Goal-Setting (January–February):** Each staff member establishes 3–5 performance goals with their direct supervisor. Staff hired or reassigned after February must complete a goal-setting meeting within 30 days of their start date or reassignment.
- **Mid-Year Check-In (June–July):** A documented meeting to review goal progress and adjust priorities as needed.
- **Annual Review (December):** Formal written review using the eight-dimension framework, conducted by each staff member's direct supervisor.
- **Legislative Assistant Reviews:** Conducted by the assigned Council Member with input from the Senior Executive Assistant on office-wide standards. The Director retains a copy of all completed reviews.
- **Mid-Cycle and Post-Election Reviews:** Staff who have been in their current role or under their current supervisor for fewer than six months at the time of the December review receive a structured interim check-in in place of a formal annual review; their first full annual review occurs the following December. Following a November election, Legislative Assistants assigned to an incoming Council Member must complete a goal-setting meeting with that Council Member within 30 days of them taking office. If the new working relationship began fewer than six months before the December review, the interim check-in provision above applies.

7.3 Council Self-Evaluation

The Council conducts an annual self-evaluation to review how effectively its goals, priorities, and initiatives are being supported through Council Office operations and staff resources. The Council President facilitates this brief, structured check-in with Council Members to assess legislative priorities, constituent service needs, and overall workflow. This discussion is intended to be practical and forward-looking rather than a formal or burdensome evaluation process.

The annual check-in includes discussion of:

- Council priorities and major initiatives for the coming year.
- Legislative workload, agenda flow, and staff support needs.
- Responsiveness to constituent service requests and Council Member inquiries.
- Communication practices between Council Members, Central Staff, Legislative Assistants, and the Administration.
- Opportunities to improve templates, procedures, timelines, or staff coordination.
- Training, technology, or resource needs that would improve Council Office effectiveness.

The purpose of the discussion is to identify what is working well, where minor adjustments may be needed, and whether any updates should be made to Council Office procedures or this guide.

7.4 Professional Development

The Council Office is committed to supporting the professional growth of all staff. Development is a shared responsibility between staff and their supervisors.

- **Annual Development Planning:** Each staff member identifies at least one professional development priority for the coming year as part of the performance review cycle.

- **Cross-Training:** The Council Executive Director maintains a cross-training plan ensuring at least one other staff member has working familiarity with each critical function.
- **Professional Associations:** Staff are encouraged to participate in the Association of Washington Cities (AWC), National League of Cities (NLC), and relevant subject-matter networks.
- **Council Member Training:** Council staff provide training to Council Members on various topics during study sessions, including annual ethics training and training on the Open Public Meetings Act and Public Records Act.

7.5 Onboarding Standards

New Staff (First 30 Days)

- Technology access setup: OnBase, PeopleSoft, Outlook, Teams, SharePoint.
- Overview of Council Rules of Procedure and the legislative process lifecycle.
- Overview of administrative purchasing and personnel policies, staff requirements, and expected operational approach and levels of professionalism as outlined in this document.
- Review of Washington State OPMA and Public Records Act obligations.
- Ethics training and review of the City's Ethics Code and conflict-of-interest requirements.
- Introduction to office systems, document naming conventions, and file structure.
- Meeting with the Council Executive Director to review role expectations and first-month priorities.

Newly Elected Council Member (Within 30 Days)

- City Charter, SMC, and Council Rules of Procedure overview.
- Overview of the City's budget process and statutory budget requirements.
- Council rules, meeting process, and public testimony sign-up procedures.
- Summary of often-cited parliamentary process (motions, decorum, etc.).
- Overview of all standing and outside boards and commissions.
- Overview of administrative purchasing and personnel policies, Council Member requirements, and expected operational approach and levels of professionalism as outlined in this document.
- Introduction to Central Staff, Legislative Assistants, and key City department contacts.
- Policies and procedures relating to the publication of Council materials and the use of social media.
- Completion of open government training per Administrative Policy No. 0520-17-06 and RCW 42.30.205.
- Technology access and setup: email, cell phone, OnBase, PeopleSoft.
- Transition period (8 weeks after November elections): Council Members-elect invited to attend regular meetings and work sessions, provided agenda packets, and supported by Council staff in scheduling orientation meetings with City departments.

7.6 Succession Planning & Knowledge Continuity

The Council Office carries significant institutional knowledge in a small number of positions. The following practices manage continuity risk:

- The Council Executive Director maintains documented procedures for critical functions, updated at least annually.
- Cross-training ensures that at least one other staff member has working familiarity with each critical function.
- This guide, legislative procedures documentation, and key contact directories are maintained on SharePoint and reviewed at each annual update.
- When a key staff member transitions out, the Council Executive Director coordinates a structured knowledge transfer period.

7.7 Code of Conduct

The Spokane City Council Office Code of Conduct establishes clear, accessible behavioral expectations for all Council Members and Council Office staff. It reflects the Council's commitment to nonpartisan, equitable, and professional public service. This Code supplements the City's Ethics Code (SMC §01.04A), the City Charter, and the Council Rules of Procedure; where those authorities are more specific, they govern.

In addition, all City Council Office personnel should follow the procedures and expectations outlined in this handbook. Failure to do so may result in performance infractions for staff, and Council Members may be subject to disciplinary measures from the Council Body.

Behavioral Expectations

The following standards apply to Council Members and all Council Office staff:

- **Respectful Conduct:** Treat every colleague, constituent, partner agency representative, and member of the public with courtesy and respect, regardless of political position, district, or personal views. Personal attacks, intimidation, and demeaning conduct have no place in the Council Office.
- **Honesty and Transparency:** Maintain an atmosphere of honesty and transparency in all official actions. Do not misrepresent facts, withhold material information, or take actions designed to mislead colleagues, the public, or governing bodies.
- **Use of Public Resources:** Use City time, facilities, equipment, staff, and other resources only for official City purposes. Personal use of City resources must be incidental and must not interfere with official duties or create costs for the City.
- **Nonpartisan Standards:** Staff must maintain objectivity and professional independence in performing their duties. While Council Members appropriately advance policy priorities as elected officials, staff are expected to remain nonpartisan and neutral in the performance of their work.
- **Confidentiality:** Maintain strict confidentiality regarding privileged communications, draft work products, personnel matters, and executive session discussions. Do not share sensitive information with unauthorized parties.
- **Conflicts of Interest:** Council Members and staff must proactively disclose actual, potential, or perceived conflicts of interest before participating in any related decision or action. When in doubt, disclose.
- **No Retaliation:** No Council Member, supervisor, or colleague may retaliate against a staff member for making a good-faith disclosure of a conflict of interest, reporting a concern about misconduct, or exercising a legally protected right.

Equal Service Obligations

Central Staff serve the City Council as a whole — not individual Council Members, political factions, or campaign interests. The following obligations apply:

- **Equity of Service:** Central Staff provide equivalent quality of research, analysis, and legislative support to all seven Council Members. Workload prioritization is managed by the Council Executive Director to ensure no Council Member consistently receives less access to staff support than others.
- **Scope of Service:** Council Members may not direct Central Staff to produce work products that benefit only their individual office to the detriment of the Council as a legislative body, or that serve personal or campaign purposes.
- **Sharing of Work Products:** Work products produced by Central Staff — including research memos, fiscal notes, and legislative analyses — are shared with all Council Members upon completion or introduction, consistent with the confidentiality protocols in Section 4.3.
- **Legislative Assistants:** Legislative Assistants serve their assigned Council Member. However, they must treat all constituents equally and may not use City resources to advance the political interests of their Council Member over others.

Reporting Procedures

Council Members and staff who observe or experience conduct that may violate this Code, the City's Ethics Code, or other applicable standards have multiple reporting options depending on the nature and severity of the concern:

- **Supervisory Channels:** For most workplace conduct concerns, staff should raise the matter with their direct supervisor or the Council Executive Director. Council Members with concerns about staff conduct should raise them with the Council Executive Director.
- **Director or President Involvement:** When the concern involves the Council Executive Director, staff should report directly to the Council President. When the concern involves both the Director and the Council President, report to the City's Human Resources Department.
- **Ethics Commission:** Ethics concerns involving potential violations of SMC §01.04A or the City Charter may be reported to the City's Ethics Commission, which can investigate complaints, interpret the code, and initiate enforcement.
- **Whistleblower Protections:** Concerns about improper governmental action — including waste of public funds, gross mismanagement, abuse of authority, or violations of law — may be reported through the Local Government Whistleblower Protection Act process (RCW 42.41). Staff making good-faith reports under this Act are protected from retaliation.
- **City Attorney's Office:** Staff may also contact the City Attorney's Office for guidance on legal obligations, public records requirements, or ethical questions in the performance of their duties.

All reports made in good faith through the above channels are protected. No Council Member, supervisor, or colleague may discipline, demote, reassign, or otherwise retaliate against any person for raising a concern in good faith, even if the concern is later determined to be unfounded.

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/01/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/23/2026

Date Rec'd	8/27/2026		
Clerk's File #	RES 2026-0065		
Cross Ref #			
Project #			
Submitting Dept	HOUSING & HOMELESS SERVICES	**Bid #**	
Contact Name/Phone	JON KLAPP 509-625-6036	**Requisition #**	
Contact E-Mail	JKLAPP@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	FY2025 CONTINUUM OF CARE FUNDS RESOLUTION		

Agenda Wording

The Spokane Regional Continuum of Care receives an annual HUD award for the CoC Grant. This Resolution allows for the acceptance and ongoing administration for the Fiscal Year 2025 grant cycle, which runs from 8/1/2026-7/31/2027.

Summary (Background)

The Spokane Regional Continuum of Care receives an annual HUD award for the CoC Grant. This Resolution allows for the acceptance and ongoing administration for the Fiscal Year 2025 grant cycle, which runs from 8/1/2026-7/31/2027.

What impacts would the proposal have on historically excluded communities?

The Spokane Regional Continuum of Care is focused on serving those experiencing homelessness, a demographic within our community that sees significant exclusion.

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

Data for Continuum of Care projects is collected via the Homeless Management Information System (HMIS) and is reported on publicly, both monthly and quarterly.

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

HMIS data relating to program accomplishments is utilized along with other performance measurements such as financial utilization and reporting timeliness/accuracy to continuously evaluate the effectiveness of projects.

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

The City of Spokane has a standing seat on the Spokane Regional Continuum of Care, and contributes it's regional priorities into the directional development of the CoC's 5 Year Plan.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	$ 7,283,774
Current Year Cost	$ 7,283,774
Subsequent Year(s) Cost	$

Narrative

This grant award, received from HUD, covers City costs relating to the administration of the Continuum of Care projects, as well as the projects' costs themselves.

Amount		**Budget Account**
Revenue	$ 7,283,774	# 1541-95575-99999-33114-99999
Expense	$ 7,283,774	# 1541-95575-65410-5XXXX-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	ANDERSON, ARIELLE M.	**ACCOUNTING -**	BROWN, SKYLER
Division Director	KINDER, DAWN		
Accounting Manager	DUFFEY, ANDREW		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	jklapp@spokanecity.org
dnorman@spokanecity.org	

RESOLUTION 2026 – 0065

A resolution accepting U.S. Department of Housing and Urban Development Continuum of Care and Youth Homelessness Demonstration Grant Funds and Authorization Administration of the Awards.

WHEREAS, the City of Spokane participates in the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program pursuant to the McKinney-Vento Homeless Assistance Act, 42 U.S.C. § 11301 et seq., and implementing regulations at 24 C.F.R Part 578; and

WHEREAS, the Spokane Regional Continuum of Care Board has designated the City of Spokane as its Collaborative Applicant to perform the duties and responsibilities assigned to the Collaborative Applicant under HUD CoC Program requirements; and

WHEREAS, the Spokane Regional Continuum of Care and the City of Spokane have entered into a Memorandum of Understanding (MOU) documenting their respective duties and responsibilities, under which the City serves as the designated Collaborative Applicant and, as a HUD-approved Unified Funding Agency (UFA), applies for, received, administers, and distributes CoC Program funding, while the CoC Board retains the funding approval and governance responsibilities assigned to it under the MOU and applicable CoC governance requirements; and

WHEREAS, HUD has designated the City of Spokane as the Unified Funding Agency for the Spokane Continuum of Care, under which the City serves as the federal recipient and administrator of the consolidated FY 2025 Continuum of Care Program award; and

WHEREAS, HUD has awarded the City of Spokane $5,808,164 under Federal Identification Number WA9999U0T022506 for CoC Program activities for the performance and budget period of August 1, 2026-July 31, 2027; and

WHEREAS, HUD has separately awarded the City of Spokane $1,475,610 under Federal Award Identification Number WA9998U0T022503 for Youth Homelessness Demonstration Program (YHDP) renewal or replacement projects for the performance and budget period of August 1, 2026, through July 31, 2027; and

WHEREAS, the combined federal funding awarded to the City under these agreements totals $7,283,774; and

WHEREAS, the federal award agreements require the City, as Recipient, to administer the awards in compliance with applicable HUD requirements, 24 C.F.R. Part

578, 2 C.F.R. Part 200, the terms and conditions of federal wards, and applicable requirements governing agreements with subrecipients; and

WHEREAS, effective administration of the Continuum of Care and YHDP awards requires the ability to enter into and administer subrecipient agreements and to make administrative, budgetary, programmatic, and project changes permitted by HUD in response to project performance, expenditure rates, compliance, changing community needs, and CoC funding decisions; and

WHEREAS, the City Council desires to authorize the City's HHS Department to administer these federal awards in accordance with the City's roles as Collaborative Applicant, UFA, and Recipient, as applicable, while preserving the respective governance and decision-making responsibilities of the Spokane Regional Continuum of Care under the MOU and applicable HUD requirements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that:

Section 1. Acceptance of Federal Awards

The City Council hereby accepts HUD Continuum of Care Program award WA9999U0T022506 in the amount of $5,808,164 and HUD Youth Homelessness Demonstration Program award WA9998U0T022503 in the amount of $1,475,610, for a combined amount of $7,283,774, together with any additional funds subsequently made available by HUD under or in connection with these awards, subject to applicable City appropriation requirements.

Section 2. Execution of Federal Award Agreements

The Mayor, City Administrator, or their authorized designee is authorized to execute the HUD Federal Award Agreements and all certifications, assurances, amendments, extensions, renewals, technical corrections, and other documents necessary or appropriate to accept and administer the awards, provided such actions are consistent with applicable federal law and do not require additional appropriation by the City Council.

Section 3. Collaborative Applicant, Unified Funding Agency, and Subrecipient Administration

The City of Spokane has been designated by the Spokane Regional CoC Board, and approved by HUD, as applicable, to serve as the CoC's Collaborative Applicant and Unified Funding Agency. In those capacities, the City applies for, receives, administers,

and distributes federal CoC Program funds in accordance with HUD requirements and the fully executed MOU between the CoC and City.

HHS is authorized to carry out the City's administrative responsibilities as Collaborative Applicant, UFA, and federal grant recipient, as applicable, consistent with the MOU, the applicable federal award agreements, 24 C.F.R Part 578, 2 C.F.R Part 200, the CoC Governance Charter, and other fully adopted CoC policies and procedures and applicable federal, state, and local requirements.

Section 4. Administrative and Funding Adjustments

Subject to the terms of the federal awards, applicable HUD requirements, the MOU, and the Five-Year Plan to Prevent and End Homelessness, duly adopted CoC governance policies and procedures, availability of appropriated funds, and any approval required from the HUD or the CoC, HHS is authorized to:

1. Modify project and subrecipient budgets;
2. Transfer or shift funds among eligible budget line items, activities, projects, or subrecipients;
3. Reduce, recapture, reallocate, or redistribute funds based upon expenditure rates, project performance, compliance, project capacity, changing community needs, or other factors relevant to effective administration of the awards;
4. Terminate or reduce funding to a subrecipient or project for nonperformance, noncompliance, inability to expend funds timely, or other documented programmatic or fiscal reasons;
5. Allocate recaptured or otherwise available funds to eligible projects or activities; and
6. Request, execute, or implement grant or project amendments and other changes permitted or approved by HUD.

Where a funding action constitutes a request for funding or other action requiring CoC Board approval under the MOU or applicable CoC governance requirements, HHS shall obtain the required approval from the Board before implementing the action.

Actions authorized under this Section shall not increase the total amount appropriated by the City Council for the applicable federal awards.

Section 5. Continuum of Care Governance

Nothing in this Resolution, or in the City's roles as Collaborative Applicant, UFA, or federal Recipient, shall be construed to transfer to the City Council or HHS any governance, funding-approval, ranking, prioritization, or other authority assigned by federal law, HUD regulation, the MOU, the CoC Charter, or other duly adopted CoC governance documents to the Spokane Regional CoC or its governing Board.

Where HUD requirements, the MOU, or applicable CoC governance procedures require approval, consultation, ranking, prioritization, or other action by the CoC, HHS shall obtain or document such action before implementing the applicable funding or project change.

Section 6. Administrative Authority

HHS is authorized to take such additional administrative actions as are reasonably necessary to carry out the purposes of this Resolution and to ensure timely expenditure, performance, monitoring, reporting, and compliance under the federal awards, consistent with the MOU and applicable CoC governance requirements.

Routine administrative actions, subrecipient agreement amendments, budget modifications, funding adjustments, and other actions authorized by this Resolution shall not require further City Council approval, unless such approval is otherwise required by law, requires an additional City appropriation, or materially increases the City's financial obligation beyond the federal funds and other resources previously authorized by the City Council.

Section 7. Effective Date

The Resolution shall take effect immediately upon adoption.

PASSED BY THE CITY COUNCIL ON _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney