CITY OF SPOKANE

REGARDING CITY COUNCIL MEETINGS

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

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the September 15, 2025, meetings is below. All meetings will be streamed live on Channel 5 and online at https://my.spokanecity.org/citycable5/live and https://www.facebook.com/spokanecitycouncil.

WebEx call in information for the week of September 15, 2025:

3:30 p.m. Agenda Review Session: 1-408-418-9388; access code: 248 314 58728; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 249 479 72812; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, September 12, 2025, and ending at 6:00 p.m. on Monday, September 15, 2025, 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 15, 2025. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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

THE CITY OF SPOKANE

UPDATED DRAFT COUNCIL AGENDA

MEETING OF MONDAY, SEPTEMBER 15, 2025

MISSION STATEMENT

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

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

CITY COUNCIL CHAMBERS
CITY HALL
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers:

Username: **COS Guest**
Password: **K8vCr44y**

Please note the space in username.
Both username and password are case sensitive.

LAND ACKNOWLEDGEMENT

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

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

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

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

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

AGENDA REVIEW AND LEGISLATIVE SESSIONS

Council meetings consist of two parts: The Agenda Review Session (starting at 3:30 P.M.) and the Legislative Session (starting at 6:00 P.M.). The Agenda Review Session is open to the public, but participation is limited to Council Members and appropriate staff. The Legislative Session also is open to the public, and public comment is taken on legislative items (except those that are adjudicatory or solely administrative in nature). Following the conclusion of the Legislative portion of the meeting, an Open Forum is held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

SPOKANE CITY COUNCIL AGENDA REVIEW SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

ADDRESSING THE COUNCIL

- **Public participation in Council meetings is governed by Council Rules 2.15 and 2.16. A complete copy of the council rules can be found here: City Council Rules.**
- **No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their name and city of residence as a condition of recognition.**
- **Persons speaking at the podium shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.**
- **Speakers may be provided additional written or verbal instructions to ensure that verbal remarks are electronically recorded. Documents submitted for the record are identified and marked by the Clerk. (If you are submitting paper copies of documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.)**
- **To ensure that evidence and expressions of opinion are included in the record, and to ensure that decorum befitting a deliberative process is maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults are permitted. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.**
- **A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.**
- **When addressing the Council, members of the public shall direct all remarks to the Council President, and shall confine their remarks to the matters that are specifically before the Council at that time or, if speaking during Open Forum, shall confine their remarks to affairs of the city.**
- **City staff may testify at Council meetings, including open forum, providing the testimony is in compliance with the City of Spokane Code of Ethics and the staff follow the steps outlined in the City Council Rules of Procedure.**

SPEAKING TIME LIMITS: **Each person addressing the Council is limited to two minutes of speaking time, except during hearings and items under final consideration by the Council, for which three minutes will be allowed. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.**

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

AGENDA REVIEW SESSION

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

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

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

APPROVAL BY MOTION OF THE DRAFT AGENDA

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

EXECUTIVE SESSION

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

LEGISLATIVE SESSION

(Council Reconvenes in Council Chamber)

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

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

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

Community, Housing and Human Services Board – One Appointment – Ali Moghaddasi	**Confirm**	**CPR 2012-0033**
Community, Housing and Human Services Board – One Appointment – Ashley Erickson	**Confirm**	**CPR 2012-0033**
Office of the Police Ombuds Commission – One Reappointment – Amy McColm	**Confirm**	**CPR 2015-0034**

CONSENT AGENDA

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

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

REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1. Five-year Master Value Blanket with Linde Gas & Equipment, Inc. (Spokane, WA) for the as-needed purchase of welding supplies and vendor managed inventory from October 1, 2025 through September 30, 2030−total cost not to exceed $297,500 (plus tax) (Council Sponsor: Council Member Klitzke) **Chris Averyt**	**Approve**	**OPR 2025-0611 RFQ 6426-25**
2. Five-year Value Blanket with Mazella Lifting Technologies, Inc. (Woodland, WA) for the as-needed purchase of crane and hoist brake assemblies and associated repair parts needed at the Waste to Energy Facility from September 1, 2025 to August 31, 2030−total cost not to exceed $160,000 (plus tax) (Council Sponsor: Council Member Klitzke) **Chris Averyt**	**Approve**	**OPR 2025-0612 RFQ6413-25**
3. Five-year Value Blanket with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for the as-needed purchase of boiler tubes for use at the Waste to Energy Facility from November 1, 2025 through	**Approve**	**OPR 2025-0613 ITB 6336-25**

	October 31, 2030−total cost not to exceed $5,000,000 (plus tax) (Council Sponsor: Council Member Klitzke) **Chris Averyt**		
4.	**Architectural & Engineering Contract with Knight Const. & Supply, Inc. (Deer Park, WA) for the engineering and design of a replacement bottom ash pan at the Waste to Energy Facility from October 1, 2025, through September 30, 2026−$58,332 (plus tax) (Council Sponsor: Council Member Klitzke)** **Chris Averyt**	**Approve**	**OPR 2025-0614 A&E 25-02**
5.	**Contract renewal 1 of 2 with Action Materials Inc. (Spokane, WA), for transportation of topsoil to the Northside Landfill from November 15, 2025, through November 14, 2026−$65,000 (plus tax) (Council Sponsor: Council Member Klitzke)** **Chris Averyt**	**Approve**	**OPR 2024-0927 RFQ 6237-24**
6.	**Contract Renewal with Structured Communications Inc. (Clackamas, OR) for Nutanix Acropolis Hardware Support license renewal utilizing GSA Contract # 47QSWA18D008F from October 13, 2025 through October 12, 2026−$56,712.76 (plus tax) (Council Sponsors: Council Members Dillon and Cathcart)** **Cylas Engeland**	**Approve**	**OPR 2019-0586**
7.	**Contract Renewal with Structured Communications Inc. (Clackamas, OR) for VMware - vSphere Foundation 8 Subscription renewal utilizing GSA Contract # 47QSWA18D008F from October 13, 2025 through October 12, 2026−$54,028.80 (plus tax) (Council Sponsors: Council Members Dillon and Cathcart)** **Cylas Engeland**	**Approve**	**OPR 2024-0710**
8.	**Report of the Mayor of pending:**	**Approve & Authorize Payments**	
	a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2025, total $_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $_____.		**CPR 2025-0002**
	b. Payroll claims of previously approved obligations through _____, 2025: $_____.		**CPR 2025-0003**
9.	**Minutes:**	**Approve All**	
	a. City Council Meeting Minutes: _____, 2025.		**CPR 2025-0013**

b. City Council Standing Committee Meeting Minutes: _____, 2025.

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2025-0059 **Regarding adoption of the City of Spokane's Public Rule for Wastewater and Water General Facilities Charges and Incentives. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**
Marlene Feist

Cathcart Proposed Amendment:

- **Request motion to amend Attachment A to Resolution 2025-0059 with proposed updates filed August 18, 2025, and included in agenda packet under Resolution 2025-0059.**

(Deferred from August 18, 2025, Agenda, during the August 18, 2025, 3:30 p.m. Agenda Review Session)

RES 2025-0066 **Approving the appointment of Assistant Police Chief Dave Singley as the Director of Administration and Investigation within the Spokane Police Department. (Council Sponsors: Council President Wilkerson and Council Member Zappone)**
Maggie Yates

RES 2025-0067 **Approving the appointment of Assistant Police Chief Steve Wohl as the Director of Patrol within the Spokane Police Department. (Council Sponsors: Council President Wilkerson and Council Member Zappone)**
Maggie Yates

RES 2025-0068 **Regarding the adoption of a Public Rule for Water and Hydroelectric Department for Cross Connection Control Program. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**
Marlene Feist

RES 2025-0072 **Appointing members to the Equity Subcommittee of the City Council's Finance and Administration Committee. (Council Sponsors: Council President Wilkerson and Council Member Dillon)**
Alex Gibilisco

The following resolution (RES 2025-0073) has been withdrawn by the Council Sponsors. This request for withdrawal was accommodated since the Updated Draft Agenda for September 15 has not yet been formally approved by the City Council.

~~**RES 2025-0073**~~ ~~**Relating to the Spokane Safe Streets for All Fund and designating Council priorities for selection of projects. (Council Sponsors: Council Members Zappone and Klitzke)**~~
~~**Jackson Deese**~~

ORD C36742 **An interim zoning ordinance permitting daycare and childcare centers in all residential and commercial zones; amending SMC Sections 17C.111.100, 17C.111.110, and 17C.190.430. (Council Sponsors: Council Members Dillon and Zappone)**
Adam McDaniel

(Pending possible amendment to be considered on September 8, 2025)

ORD C36747 **Updating the name and duties of existing departments within the Spokane Police division; amending Sections 03.01A.370, 03.01A.375, and 03.01A.400 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Dillon)**
Maggie Yates

ORD C36749 **(To be considered under Hearings Item H1.)**

ORD C36743 **Establishing the Spokane United 911 Network to serve as the City of Spokane's primary public safety answering point; amending Section 03.01A.430 and 07.08.132; and repealing Chapters 03.12 and 06.10 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Zappone)**
Maggie Yates

(As amended during the August 25, 2025, 3:30 p.m. Agenda Review Session) (Deferred from the September 8, 2025, Agenda, during the August 25, 2025, 3:30 p.m. Agenda Review Session, due to the First Reading being deferred to the September 8, 2025, Agenda)

FIRST READING ORDINANCES

ORD C36750 **Amending SMC 17C.111.205 to clarify the correct version of SMC Table 17C.111.205-2. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**
Spencer Gardner

ORD C36718 **Modifying the membership of the Climate Resilience and Sustainability Board to include a liaison designated by the Community Assembly, and amending Sections 04.41.020 and 04.41.030 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Bingle)**
Chris Wright

Wilkerson Proposed Amendment:

- **Request motion to amend First Reading Ordinance C36718 with an updated revised version filed September 3, 2025, and included in agenda packet under First Reading Ordinance C36718.**

(First Reading of ORD C36718 deferred to September 15, 2025, from the August 25, 2025, Agenda during the August 18, 2025, 3:30 p.m. Agenda Review Session, with Final Reading scheduled to take place on September 22, 2025)

ORD C36732 **Renaming the "Housing Local Sales Fund" to the "Housing Equity and Attainable Residences Trust (HEART) Fund," matching the municipal code with state law, and making the HEART Fund affordable housing program permanent; adopting a new Section 08.07C.051; amending Sections 07.08.155, 08.07C.020, 08.07C.030; and repealing Sections 08.07C.050 and 08.07.060 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Dillon)**
Adam McDaniel
Wilkerson Proposed Amendment:

- **Request motion to amend First Reading Ordinance C36732 with a corrected updated revised version filed August 11, 2025, and included in agenda packet under First Reading Ordinance C36732.**

Cathcart Proposed Amendment:

- **Request motion to amend First Reading Ordinance C36732 with a updated revised version filed August 13, 2025, and included in agenda packet under First Reading Ordinance C36732.**

(First Reading of Ordinance C36732 deferred to September 15, 2025, from the August 18, 2025, Agenda, during the August 18, 2025, 3:30 p.m. Agenda Review Session)

ORD C36733 **Establishing the Affordable Housing Permit Fee Deferral Program; adopting a new Chapter 08.21 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Dillon)**
Adam McDaniel

Wilkerson Proposed Amendment:

- **Request motion to amend First Reading Ordinance C36733 with proposed updates filed August 6, 2025, and included in agenda packet under First Reading Ordinance C36733.**

Cathcart Proposed Amendment:

- **Request motion to amend First Reading Ordinance C36733 with proposed updates filed August 13, 2025, and included in agenda packet under First Reading Ordinance C36733.**

(First Reading of Ordinance C36733 deferred to September 15, 2025, from the August 18, 2025, Agenda, during the August 18, 2025, 3:30 p.m. Agenda Review Session)

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

		RECOMMENDATION	
H1.	**Final Reading Ordinance C36749 to extend the duration of interim zoning ordinance C36646 concerning height limits; setting a public hearing; and reiterating a work program (Council Sponsors: Council Members Bingle and Klitzke)** **Spencer Gardner**	**Hold Hearing/ Close Hearing/ Pass Upon Roll Call Vote**	**ORD C36749**

OPEN FORUM

At the conclusion of legislative business, the Council may recess briefly and then convene an open public comment period for up to twenty (20) speakers, unless a majority of council members vote otherwise. If more than twenty (20) people sign up for open forum, the individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during the calendar month. Each speaker is limited to no more than two (2) minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (https://my.spokanecity.org/citycouncil/documents/) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: https://forms.gle/Vd7n381x3seaL1NW6. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Speakers must sign themselves in using a name. Instructions for virtual participation are provided on the form when you sign up. The

Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City other than items appearing on the final or draft agendas, pending hearing items, and initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

ADJOURNMENT

The September 15, 2025, Regular Legislative Session of the City Council is adjourned to September 22, 2025.

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

NOTES

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	8/26/2025
		Clerk's File #	CPR 2012-0033
		Cross Ref #	
Council Meeting Date: 09/15/2025		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF ALI MOGHADDASI TO THE COMMUNITY, HOUSING AND		

Agenda Wording

Mayor Brown has appointed Ali Moghaddasi to the Community, Housing, and Human Services for a term of September 15, 2025 to September 15, 2028.

Summary (Background)

The Community Housing and Human Services (CHHS) Board advises the City on preparing the required plans to conform with the requirements of the U.S. Department of Housing and Urban Development (HUD) and the Washington State Department of Commerce. The Board makes recommendations about funding priorities for housing programs and projects and social services utilizing federal, Washington State and City resources. The CHHS Board participates with the Spokane Continuum of Care in developing the goals and priorities for regional homeless plans. The Board also represents the diverse constituencies that make up Spokane's low- and moderate-income populations, to help guide Spokane's community, housing, and human services into the future.

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

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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	SCOTT, ALEXANDER		
Division Director			
Accounting Manager			
Legal			
For the Mayor	SCOTT, ALEXANDER		

Distribution List	
	amcdaniel@spokanecity.org

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	8/26/2025
		Clerk's File #	CPR 2012-0033
		Cross Ref #	
Council Meeting Date: 09/15/2025		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF ASHLEY ERICKSON TO THE COMMUNITY, HOUSING AND		

Agenda Wording

Mayor Brown has appointed Ashley Erickson to the Community, Housing, and Human Services for a term of September 15, 2025 to September 15, 2028.

Summary (Background)

The Community Housing and Human Services (CHHS) Board advises the City on preparing the required plans to conform with the requirements of the U.S. Department of Housing and Urban Development (HUD) and the Washington State Department of Commerce. The Board makes recommendations about funding priorities for housing programs and projects and social services utilizing federal, Washington State and City resources. The CHHS Board participates with the Spokane Continuum of Care in developing the goals and priorities for regional homeless plans. The Board also represents the diverse constituencies that make up Spokane's low- and moderate-income populations, to help guide Spokane's community, housing, and human services into the future.

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

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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	SCOTT, ALEXANDER		
Division Director			
Accounting Manager			
Legal			
For the Mayor	SCOTT, ALEXANDER		

Distribution List	
	amcdaniel@spokanecity.org

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 09/15/2025

Date Rec'd	8/19/2025
Clerk's File #	CPR 2015-0034
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	GIACOBBE X6715
Contact E-Mail	GBYRD@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions
Council Sponsor(s)	
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO / **Public Works?** NO
Agenda Item Name	REAPPOINTMENT OF AMY MCCOLM TO THE OFFICE OF THE POLICE OMBUDS

Agenda Wording

CM Paul Dillon & CM Shelby Lambdin are recommending re-appointment of Amy McColm to her first full term of Setpember 16, 2025 - September 15, 2028. Amy McColm will serve as the representative of City Council District 2 per SMC 04.32.150.

Summary (Background)

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 SPD.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

This appointment 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	

OFFICE OF THE POLICE OMBUDS COMMISSION

June 6, 2025

Councilmember Paul Dillon
Councilmember Lili Navarette
Spokane City Council
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Re: Commission Reappointment

Dear Councilmember Navarette and Councilmember Dillon,

I am writing to formally request reappointment as a Commissioner on the Office of the Police Ombuds Commission (OPOC). I have enjoyed serving our community in this capacity for the past year and am looking forward to continuing to contribute to our mission of ensuring transparency and accountability within the Spokane Police Department (SPD).

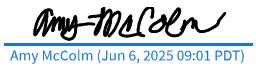
As a new commissioner, I felt a duty to understand police practices and policies to provide competent, objective civilian oversight. Although it's only been one year since my appointment, I've completed nine ride-alongs with police officers including one in Tucson, AZ while I was there for the annual conference of the National Association for Civilian Oversight of Law Enforcement (NACOLE). I attended two day-long SPD in-service trainings as well as a police training demonstration prepared by SPD for commissioners from the OPOC and the Spokane Human Rights Commission. These on-the-ground experiences have given me insight into police practices and culture, and I would very much like to continue using these experiences to help my community as a commissioner going forward.

I have proactively sought out opportunities to meet with the Ombuds and the Deputy Ombuds to learn more about my role as a commissioner and the history of how oversight has been practiced in our city. I've also made steady progress towards obtaining my Certified Practitioner of Oversight (CPO) certification, which requires 45 credit hours of NACOLE certified training, attendance at two annual NACOLE conferences within a three-year period, and the completion of two reading assignments from a certified list of articles. Should I receive this requested reappointment, I

anticipate receiving my CPO certification after attending this year's annual NACOLE conference in October in Minneapolis.

I humbly ask to be reappointed to the OPOC in my role as Commissioner for District 2 to continue my efforts in advancing police accountability in Spokane.

Sincerely,



Amy McColm (Jun 6, 2025 09:01 PDT)

Amy McColm

McColm Reappointment Request

Final Audit Report 2025-06-06

Created:	2025-06-06
By:	Christina Coty (ccoty@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1w70yqN4IPXrtf6Vcq307saLGauzcTbJ

"McColm Reappointment Request" History

Document created by Christina Coty (ccoty@spokanecity.org)
2025-06-06 - 3:56:18 PM GMT

Document emailed to Amy McColm (amccolm@spokanecity.org) for signature
2025-06-06 - 3:56:21 PM GMT

Email viewed by Amy McColm (amccolm@spokanecity.org)
2025-06-06 - 4:00:34 PM GMT

Document e-signed by Amy McColm (amccolm@spokanecity.org)
Signature Date: 2025-06-06 - 4:01:14 PM GMT - Time Source: server

Agreement completed.
2025-06-06 - 4:01:14 PM GMT

Agenda Sheet for City Council:

Committee: PIES **Date:** 08/18/2025

Committee Agenda type: Consent

Council Meeting Date: 09/15/2025

Date Rec'd	8/12/2025		
Clerk's File #	OPR 2025-0611		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	RFQ 6426-25
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	VB
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MASTER VALUE BLANKET FOR THE PURCHASE OF WELDING SUPPLIES		

Agenda Wording

Five year master value blanket with Linde Gas & Equipment, Inc. (Spokane, WA) for the as-needed purchase of welding supplies and vendor managed inventory from Oct. 1, 2025 through Sep. 30, 2030 and a total cost not to exceed $297,500.00, plus tax.

Summary (Background)

Multiple city departments purchase welding supplies on a regular basis. On Jul. 22, 2025, bidding closed on RFQ 6426-25 for the as-needed purchase of these supplies, that can be utilized by various city departments. Linde Gas & Equipment, Inc. was the only respondent and approval is requested for the award of a five year master value blanket for the as-needed purchase of welding supplies and vendor managed inventory.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 297,500.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is an as-needed routine supply expense that can be utilized by other city departments.

Amount		Budget Account
Expense	$ 297,500.00	# VARIOUS
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	AVERYT, CHRIS	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	SCOTT, ALEXANDER		

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

Bid Response Summary

Bid Number	RFQ 6426-25
Bid Title	Welding Supplies As Needed and Vendor Managed Inventory Over Five Year Period For Various City Departments. (Does Not Include Compressed Gases).
Due Date	Tuesday, July 22, 2025 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Linde Gas & Equipment, Inc.
Submitted By	Heather Schimke - Monday, July 21, 2025 4:16:40 PM [(UTC-08:00) Pacific Time (US & Canada)]
	heather.schimke@linde.com 5095353088
Comments	

Question Responses

Group	Reference Number	Question	Response
BACKGROUND			
	#1	The City of Spokane is initiating this Request for Quote to solicit Bids from Vendors who have a proven ability to: Provided Spec'd Welding Supplies As Needed for the City of Spokane Waste To Energy Facility (COS WTEF) , 2900 S. Geiger Blvd, Spokane WA 99224; and to Perform Weekly Vendor Managed Inventory (VMI) Services for Spokane City Water Weld Shop, 914 E North Foothills Drive, Spokane WA 99207. During the life of the contract, the City reserves the right additional City departments should it be realized that other departments have a need for As Needed Welding Supplies, or VMI Services pertaining to Welding Supplies.	I agree and I acknowledge
	#2	MULTIPLE AWARDS. The City may choose more than one Vendor making multiple awards. Bidders may bid on: as-needed items requirements, or vendor managed inventory requirement, or both requirements.	I agree and I acknowledge

	#2.1	The winning Vendor(s) would receive a five-year Value Blanket Order Contract, upon which as-needed Release Orders would be placed against by the COS WTEF for as needed items, and the Vendor would invoice against the Value Blanket Order for items it has delivered and stocked in performing Weekly VMI Services for the Water Weld Shop. Payments would only be made for actual orders placed, delivered and accepted by the COS WTEF and for actual VMI items delivered, stocked and accepted by Water Weld Shop.	I agree and I acknowledge
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late quotes shall not be accepted.	I agree and I acknowledge
	#2	The City of Spokane is not responsible for quotes electronically submitted late. It is the responsibility of the Bidder to be sure the quote is electronically submitted sufficiently ahead of time to be received no later than the bid due date and time.	I agree and I acknowledge
	#3	All communication between the Bidder and the City upon receipt of this quote shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I agree and I acknowledge
INTERPRETATION			

	#1	If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify the contact person listed above in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF BIDS			
	#1	Bidders may withdrawal Bid prior to the scheduled bid due date and time. Unless otherwise specified, no Quote may be withdrawn for a minimum of sixty (60) calendar days after the bid due date.	I agree and I acknowledge
EVALUATION OF BIDS			
	#1	Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder’s ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. Any other information having a bearing on the decision to Contract award.	I agree and I acknowledge
BIDDING ERRORS			

	#1	Unit pricing per sell-unit-of-measure will prevail in the circumstance of unit and extension pricing discrepancies. When, after the 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.	I agree and I acknowledge
	#2	To prevent errors, bidder acknowledges that the unit pricing bidders enter on pricing pages MUST BE for the applicable “Stated Unit of Measure” as stated on pricing pages, i.e.: each, per stated pack-quantity, per stated box-quantity, price per pair, per kit, price per pound, price per foot, price per section.	I agree and I acknowledge
REJECTION OF BIDS			
	#1	The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	I agree and I acknowledge
AWARD OF VALUE BLANKET ORDER			
	#1	Any resulting Value Blanket Order Contract shall be awarded by City Council, to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.	I agree and I acknowledge

PAYMENT TERMS			
	#1	Vendor acknowledges that payment shall be made via direct deposit/ACH (except as provided by state law) Net 30 after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I agree and I acknowledge
INVOICING			
	#1	Invoices must be submitted within 30 days of performing delivery. • All Invoices shall state item types and quantities delivered, pricing per contract pricing page, and the applicable City Department who placed the order. Invoices shall reference the Value Blanket Order Number, VB301xxx. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the delivered items and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be emailed to applicable departments.	I agree and I acknowledge
	#1.1	City of Spokane Solid Waste Disposal, 2900 S Geiger Blvd, Spokane WA 99224, invoice email address: is MDorgan@spokanecity.org.	I agree and I acknowledge
	#1.2	City of Spokane Water Department 914 East North Foothills Dive Spokane WA 99207, invoice email address is: wateraccounting@spokanecity.org	I agree and I acknowledge
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 don't acknowledge 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 agree and I acknowledge
	#1.1	EXCEPTIONS TO TERMS AND CONDITIONS: If you took exception above, upload here.	
	#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	Certifies
INSURANCE			
	#1	During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:	I agree and I acknowledge
	#2	A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.	I agree and I acknowledge

	#3	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	I agree and I acknowledge
	#4	Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I agree and I acknowledge

	#5	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Company’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.	I agree and I acknowledge
PCB CERTIFICATION			
	1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated 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
	2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	DON'T KNOW

	3	If so were PCBs found at a measureable level?	DON'T KNOW
	4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	DON'T KNOW
	5	If so attach the results or note from whom the results can be obtained.	N/A
	6	Do you have reason to believe the product contains measurable levels of PCBs?	NO
	7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	NO
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.	CRAIG HOBDAY, 509-216-9353, CRAIG.HOBDAY@LINDE.COM
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT			
	#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	I agree and I acknowledge
	#2	City of Spokane Business Registration Number	601696728

ORGANIZATION			
	1	Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	CORPORATION
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
ADDITIONAL ITEMS			
	1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	YES
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			

	#1	All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as “PROPRIETARY INFORMATION.” If a valid public records request is then received by the City for this information, you will be given notice and 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.	I agree and I acknowledge
BIDDER PREQUALIFICATION			
	#1	Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the City of Spokane.	I agree and I acknowledge

INTERLOCAL PURCHASE AGREEMENTS			
	1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	YES
NON-COLLUSION			
	1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Bid invitation	Certifies No Agreement Has Been Entered
ACCEPTANCE PERIOD			
	1	Bids must provide a minimum of sixty (60) calendar days after the bid due date for acceptance by the City.	I agree and I acknowledge
ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER			
	1	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.	PRODUCTS WILL BE DELIVERED BY LINDE GAS & EQUIPMENT EMPLOYEES
CONTRACT PERIOD			

	1	Any Value Blanket Order Contract resulting from this RFQ will be for a five -year period, beginning approximately October 1, 2025, and terminates on September 30, 2030. The Vendor's prices shall be firm for a period of 6 months, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else Pricing Adjustments can be requested every six months thereafter with justification, and it will be at the discretion of the City to approve said price increases.	I agree and I acknowledge
GENERAL INSTRUCTIONS			
	#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I agree and I acknowledge
	#2	Time is of the essence in the performance of this contract.	I agree and I acknowledge
	#3	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.	I agree and I acknowledge
	#4	The City reserves the right to accept or reject any part of or all Bids, and to accept the Bid deemed to be in the best interest of the City.	I agree and I acknowledge
	#5	The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I agree and I acknowledge
	#6	The City may choose more than one Vendor making multiple awards	I agree and I acknowledge
	#7	Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered	I agree and I acknowledge
SPECIAL INSTRUCTIONS - GENERAL			

	#1	If the product differs from the provisions contained herein, these differences must be explained in detail.	I agree and I acknowledge
	#2	Vendors found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge
	#3	The omission of any standard feature described herein shall not void the bidder’s responsibility to furnish a complete unit with all standard equipment of the manufacturer’s latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.	I agree and I acknowledge
	#4	Successful bidder shall furnish standard warranty. State Warranty Here:	WARRANTY TO FOLLOW MANUFACTURER'S OUTLINED WARRANTY
	#5	Federal and State laws governing this product and its final certification must be satisfied.	I agree and I acknowledge
	#6	It shall be the Supplier’s responsibility to conform to all Federal Standards for certification.	I agree and I acknowledge
	#7	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of the purchase order.	I agree and I acknowledge
TECHNICAL SPECIFICATIONS			
	#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Bid.	I agree and I acknowledge

	#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.	I agree and I acknowledge
	#3	Awarded Vendor(s) would be responsible for providing as needed Welding Supplies, or Weekly Vendor Managed Inventory (VMI) Services pertaining to Welding Supplies, or both as needed requirements and VMI Services. Bidders may bid on: as-needed items requirements, or VMI Services, or both as needed requirements and VMI Services. The City may choose more than one Vendor making multiple awards.	I agree and I acknowledge
	#4	AS NEEDED WELDING SUPPPLIES: Awarded Vendor would be responsible for providing Welding Supplies as needed over a five-year period, that are listed on RFQ 6426-25 Pricing Pages - As Needed Welding Supplies, located in Document Tab.	I agree and I acknowledge
	#4.1	ADDITIONAL AS NEEDED WELDING SUPPPLIES: Should it be realized, at a later point in time, that additional welding supplies are needed that are not currently listed on the “Pricing Pages”, the Vendor shall provide its pricing inclusive of percentage discount or markup that would be appliable at the future points in time when it is realized by the City of Spokane, that additional item(s) are needed that are not currently listed on the pricing form. For additional items or related items not listed of Pricing Form, the City of Spokane would be responsible for contracting Vendor at future points in time to obtain Vendor’s current pricing reflecting vendor’s percentage markup or discount.	I agree and I acknowledge

	#4.2	Vendor shall state average lead time for delivery of commonly stocked items in calendar days from receipt of an order. Enter number of calendar days here:	WEEKLY DELIVERIES
	#5	WEELY VMI SERVICES: Awarded Vendor would be responsible for providing Weekly Vendor Managed Inventory (VMI) Services for Spokane City Water Weld Shop, 914 E North Foothills Drive, Spokane WA 99207, over a five-year period, maintaining inventory levels for welding supplies that are listed on RFQ 6426-25 Pricing Pages – VMI Services Pricing Pages, located in Document Tab.	I agree and I acknowledge
	#5.1	This specification covers the obligations of the Vendor to perform Vendor Managed Inventory (VMI) Services to include but not limited to: evaluating on hand stock quantities, placing orders maintaining established levels, stocking items in various locations within the Water Weld Shop facility.	I agree and I acknowledge
	#5.2	VMI services are to be performed during a weekday selecting from Monday through Friday, between the hours of 7:30AM – 3:30PM. Vendor will perform a weekly VMI services on the same weekday each week. Should a holiday fall on scheduled weekday, Vendor shall ensure services are performed the workday day prior or the first workday after the holiday.	I agree and I acknowledge
	#5.2.1	Upon award, the selected Vendor will conduct a physical hands-on inventory to obtain current inventory levels.	I agree and I acknowledge
	#5.3	Vendor will ensure the restocking of needed items are replenished within one week of taking inventory. Vendor will immediately inform the Water Weld Shop if there are any issues with replenishing any item type within one week of being ordered.	I agree and I acknowledge

	#5.3.1	Vendor shall ensure all associated packing slips are provided to and signed by Water Weld City employee confirming receipt of stocked items.	I agree and I acknowledge
	#5.4	ADDITIONAL AND REMOVAL OF ITEMS: During the life of contract, the City reserves the right to add additional welding related items to, and to remove items from the VMI program.	I agree and I acknowledge
	#5.5	ADDITIONAL LOCATIONS: During the life of the contract, the City reserves the right additional City departments should it be realized that other departments have a need for VMI Services pertaining to welding related supplies.	I agree and I acknowledge
	#6	Bidder must submit cover letters stating qualifications for supplying specified products and VMI services. Upload cover letter document.	CoverLetter.pdf
PRICING			
	#1	Sales Tax: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax	I agree and I acknowledge

	#2	Single Award For As Needed Welding Supplies and VMI Services: Should a single award be issued for as needed welding supplies and VMI services, the winning Vendor shall receive a five-year Value Blanket Order Contract, to provide as needed welding supplies and to perform VMI Services. Payment would only be made for actual orders placed, delivered and accepted in accordance with the contract pricing. Vendor's prices shall be firm for a period of 6 months, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else Pricing Adjustments can be requested every six months thereafter with justification, and it will be at the discretion of the City to approve said price increases.	I agree and I acknowledge
	#3	Single Award For As Needed Welding Supplies: Should multiple awards be made, resulting in a single award for As Needed Welding Supplies, the winning Vendor shall receive a five-year Value Blanket Order Contract, to provide as needed welding supplies. Payment would only be made for actual orders placed, delivered and accepted in accordance with the contract pricing. Vendor's prices shall be firm for a period of 6 months, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else Pricing Adjustments can be requested every six months thereafter with justification, and it will be at the discretion of the City to approve said price increases.	I agree and I acknowledge

	#4	Single Award For VMI Services: Should multiple awards be made, resulting in a single award for VMI Services, the winning Vendor shall receive a five-year Value Blanket Order Contract, to provide VMI Services. Payment would only be made for actual orders placed, delivered and accepted in accordance with the contract pricing. Vendor's prices shall be firm for a period of 6 months, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else Pricing Adjustments can be requested every six months thereafter with justification, and it will be at the discretion of the City to approve said price increases.	I agree and I acknowledge
	#5	As Needed Welding Supplies RFQ 6426-25 Pricing Pages. Annual Estimated Quantities listed on RFQ 6426-25 Pricing Pages - As Needed Welding Supplies, are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less.	I agree and I acknowledge
	#5.1	Vendor is responsible for all associated freight cost for any item types listed on Pricing Page that are commonly stocked by the Vendor to include delivery to applicable City Department placing orders	I agree and I acknowledge
	#5.2	Freight cost for non-stocked items will be prepay and add. The City reserves the right to request copies of all freight invoices incurred by vendor.	I agree and I acknowledge

	#5.3	Bidder acknowledges that the unit pricing it enters on pricing pages MUST BE for the applicable --Stated Unit of Measure-- as stated on pricing pages, i.e.: each, per stated pack-quantity, per stated box-quantity, price per pair, per kit, price per pound, price per foot, price per section.	I agree and I acknowledge
	#5.4	Bidder must complete and upload " RFQ 6426-25 Pricing Pages - As Needed Welding Supplies" located in the "Documents" tab. Unit Pricing shall not include tax. Upload Here:	WELDING SUPPLIES_RFQ6425.pdf
	#6	VMI Services RFQ 6426-25 Pricing Pages. Vendor's unit pricing shall be inclusive of all associated cost to perform VMI Services to include but not limited to: services needed for stocking, inventory, ordering.	I agree and I acknowledge
	#6.1	Vendor is responsible for all associated freight cost for any item types listed on Pricing Page that are commonly stocked by the Vendor to perform VMI Services.	I agree and I acknowledge
	#6.2	Freight cost for non-stocked items will be prepay and add. The City reserves the right to request copies of all freight invoices incurred by vendor.	I agree and I acknowledge
	#6.3	VMI Services RFQ 6426-25 Pricing Pages. Bidder acknowledges that the unit pricing it enters on pricing pages MUST BE for the applicable --Stated Unit of Measure-- as stated on pricing pages, i.e.: each, per stated pack-quantity, per stated box-quantity, price per pair, per kit, price per pound, price per foot, price per section, --AND-- that entered unit pricing is inclusive of all associated cost to perform VMI Services.	I agree and I acknowledge
	#6.4	Bidder must complete and upload " RFQ 6426-25 Pricing Pages - VMI Services" located in the "Documents" tab. Unit Pricing shall not include tax. Upload Here:	VMI SERVICES_RFQ6425.pdf

	#7	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. Vendor must clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City.	I agree and I acknowledge
	#7.1	Approved price adjustments shall remain unchanged for at least 6 months thereafter unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City.	I agree and I acknowledge
	#7.2	An approved price increase will become effective after the approval of the increase.	I agree and I acknowledge
	#7.3	Retroactive price increase adjustments will not be considered.	I agree and I acknowledge
	#7.4	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.	I agree and I acknowledge

	#8	PRICE DECREASES: During the term of the contract, should the Vendor realize any declines at the manufacturer's level, or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, the Vendor shall immediately request that an amendment to the Contract to provide similar pricing to the City, if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Vendor shall immediately notify the City of any such contracts entered into by the Vendor. Price decreases may be considered and implemented at any time upon mutual consent of the parties.	I agree and I acknowledge
	#9	If you took exception to any of the above, explain in detail.	N/A
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.	

Making our world more productive

July 21, 2025

RE: RFQ 6425

To Whom It May Concern:

Linde is one of the largest welding, industrial, medical and specialty gas companies and the premier choice of manufacturers, engineers, scientist and procurement professionals. For over 100 years, Linde has been dedicated to safety and customer satisfaction. We provide products, technologies and services that represent the highest standards of quality and reliability and provide productivity and environmental benefits to a wide variety of industries, including metal fabrication, aerospace, chemicals, food and beverage, electronics, energy, healthcare, manufacturing, metal production and others.

With a location in Spokane, Linde employee(s) can support the vendor managed inventory locally, with weekly inventory counts, order processing, and delivery of keep fill items.

Linde has 11 locations in Washington to support inventory stock, if needed. The Spokane location has a retail store, as well as a cylinder filling plant. The location is staffed with a Branch Manager, MetFab Productivity Specialist, Territory Managers (sales), Outside Sales Support Specialist and a Cylinder Filler. All are available to assist in the servicing of the account.

We thank you for the opportunity and look forward to working with you soon.

Craig Hobday
Territory Specialist
Linde Gas & Equipment, Inc.

-AS NEEDED WELDING SUPPLIES
PRICING PAGES

RFQ 6425
Welding Supplies As Needed and Vendor Managed Inventory Over Five Year Period For Various City Departments. (Does Not Include Compressed Gases).

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 tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.

QUANTITIES.
Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.

FREIGHT COST COMMONLY STOCKED ITEMS.
Vendor is responsible for all associated freight cost for any item types listed on Pricing Page that are commonly stocked by the Vendor to include delivery to applicable City Department placing orders.

FREIGHT COST NON-STOCKED ITEMS.
Freight cost for non-stocked items will be prepay and add. The City reserves the right to request copies of all freight invoices incurred by vendor.

BID OFFER.
The price(s) listed is tendered as an offer to furnish items in accordance with the specifications of RFQ 6422-25-25.

ADDITIONAL AS NEEDED WELDING SUPPPLIES.
Should it be realized, at a later point in time, that additional welding supplies are needed that are not currently listed on the "Pricing Pages", the Vendor shall provide its pricing inclusive of percentage discount or markup that would be appliable at the future points in time when it is realized by the City of Spokane, that additional item(s) are needed that are not currently listed on the pricing form. For additional items or related items not listed of Pricing Form, the City of Spokane would be responsible for contracting Vendor at future points in time to obtain Vendor's current pricing reflecting vendor's percentage markup or discount.

October 1, 2025 September 30 2026

Vendor's prices shall be firm for a period of 6 months, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else Pricing Adjustments can be requested every six months thereafter with justification, and it will be at the discretion of the City to approve said price increases.

Item - Description	Category	Stated Unit of Measure	Annual Estimated Qty More Or Less Based on Sell Unit of Sell Measure	Enter Unit Price Per Stated Unit of Measure	State Part Manufacture and Part Number Being Quoted	Is Item Commonly Stocked By Bidder: Enter Yes or No
HPG 4403240 - KIT,43425F-510P PIPELINER LPGW/N [EACH]	(Male) AF Propane Cutting Torch Outfit	Each	1	$458.82	HAR4403240	YES
HPG 9100312 - MIXER E-43 [EA]	All Fuel Gases Equal Pressure Mixer	Each	1	$56.08	HAR9100312	YES
HPG 9100316 - MIXER-ASY, F-43 [EA]	All Fuel Gases Equal Pressure Mixer	Each	1	$61.92	HAR9100316	YES
PAL BLKMAGIC - BLACK MAGIC ANTISPATTER [EA]	Anti Spatter 6.5oz Can	Each	1	$9.71	HYRBLACKMAGIC	YES
LIN K4266-2 - LN-25X TVT K126PRO 5/64-1/16 ONE [EACH]	As Spec'd Portable Wire Feeder	Each	1	$4720.53	LINK4266-2	YES
BND QT2-45 - BODY TUBE ASSY. 400A EZII [EA]	Assembly	Each	1	$61.93	BERQT2-45	YES
VIC 0381-1629 - ST950FC TORCH ASS Y BOXED 4 8 9 [PC]	Assembly	Piece	1	$859.24	vic0381-1629	YES

AMS SO07091014 - CLASSIC 7'9"X3/4"X.035X10/14 [EA]	Blade - Band Saw	Each	1	$33.36	MKM4254131150	YES
REV WFG18 - FIBERGLASS ROLL 60"X50YDS BULK [RL]	Blanket 50-Yard Roll	Roll	1	$250.00	REVB-WFG18-60X50	YES
OXL BAR - BURNING BAR - 5/8" X 10'6" [EA]	Burning Bar	Each	1	$19.44	AOX62B1050A	YES
LIN EXCAL1/8 - ED028281 1/8 EXCALIBUR 7018 50# [LB]	Carbon Steel Electrode 50 lb Can	Pound	1	$3.34	LINED028281	YES
THD 9-8213 - START CARTRIDGE, 1 TORCH [EA]	Cartridge	Each	1	$43.22	THE9-8213	YES
TWE GC-600-TMP - 600A TMP GROUND CLAMP [EA]	Clamp	Each	1	$114.24	TWE92101202	YES
REV 30WCXL - 30" LEATHER WELDING COAT [EA]	Coat	Each	1	$91.11	REV30WCXL	YES
LIN K466-6 - CONNECTOR KIT FOR POWER MIG [EA]	Connector Kit - POWER MIG® & Power Wave® C300 Kit	EA Kit	1	$79.61	LINK466-6	YES
LIN KP2744-030T - TAPERED CONTACT TIP, .030 [EA]	Contact Tip - Contact	Each	1	$1.54	LINKP2744-035	YES
LIN KP2744-035 - CONTACT TIP 250/350, .035 [EA]	Contact Tip - Contact	Each	1	$1.32	LINKP2744-035	YES
MIL 000068 - .035 CONTACT TIP - 10 PK [EA]	Contact Tip 10 per Pack	Per Pack of 10	1	$0.41	PRS000068	YES

LIN KP2744-045 - CONTACT TIP, .045 - 10/PACK [EA]	Contact Tip, 10 Per Pack	Per Pack of 10	1	$1.51	LINKP2744-045	YES
LIN KP2744-045 - CONTACT TIP, .045 - 10/PACK [PK]	Contact Tip, 10 Per Pack	Per Pack of 10	1	$1.54	LINKP2744-045	YES
SPM C-50 - W/E 30 HOSE COUPLER OXY.STD. [EA]	Coupler	Each	1	$0.84	WES30	YES
SPM C-51 - W/E 31 HOSE COUPLER ACT.STD. [EA]	Coupler	Each	1	$0.84	WES31	YES
DYF DF315KIT-S - DYNAFLUX CRACK CHECK 4-CAN KIT [EA]	Crack Seal -4 Piece Standard Kit, Non-Flammable	Per Kit of 4 cans	1	$60.51	DYNDF315-KIT-S	YES
TIL 604R1023R - CUSTOM BLUE VNYL WELDING CURTAIN [EA]	Curtain	Each	1	$497.62	TIL604R1023R	YES
HPG 6290-3NX - 1501250 HARRIS CUTTING TIP [EA]	Cutting Tip	Each	1	$9.04	MAR1501250	YES
LIN KP1697-068 - DRIVE ROLL KIT - .068-.072" [EA]	Drive Roll Kit	EA Kit	1	$107.18	LINKP1697-068	YES
LIN 9SS31256-5 - DUCT, FLEXIBLE [EACH]	Duct	Each	1	$129.16	LIN9SS31256-5	YES
THD 9-8215 - ELECTRODE, 1TORCH MAXIMUM LIFE [EA]	Electrode	Each	1	$11.43	THE9-8215	YES
TWE A-532 - 200 AMP ELECTRODE HOLDER [EA]	Electrode Holder	Each	1	$18.61	PRS3J500	YES

UTP EC551/8X1 - UTP ECONOCAST 55 1/8 X 1LB PKG [LB]	Electrodes 1 lb Box	Per 1-lb Box	1	$24.32	UTP27749	YES
UTP 6824LC3/32X5 - 6824LC 3/32 309L SS 5LB/BX [BX]	Electrodes 10 lb Box	Per 5-lb Box	1	$10.44	UTP68244332	YES
TWE 2-WPC - WELDSKILL # 2 CABLE CONNECTOR [EA]	Females Halves Connectors two per Pack	Each	1	$7.78	PRS99579	YES
SPM 7325 - 7325 HOSE FERRULE ID .562" X 1" [EA]	Ferrule	Each	1	$0.41	DVA7325	YES
HPG 4302207 - PIN,8826 FUEL ARRESTOR QUICK-CON [EACH]	Flashback Arrestor with Quick Connector Pin	Each	1	$31.32	HAR4302207	YES
HPG 4302208 - PIN,8826 OXY ARRESTOR QUICK-CONN [EACH]	Flashback Arrestor with Quick Connector Pin	Each	1	$361.32	HAR4302208	YES
LIN NR211035X10 - ED016354 035X10 NR211MP INN [LB]	Flux Core Wire 10 lb Spool	Pound	1	$7.74	LINED016354	YES
LIN NR211068X25S - ED030641 NR-211 068X25 [LB]	Flux Core Wire 25 lb Spool	Pound	1	$5.69	LINED030641	YES
LIN W000403769 - ULTRACORE 360 M71 .052 X 33 LB [LB]	Flux Core Wire 33 lb Spool	Pound	1	$3.82	LINW000403769	YES
BND DS-1 - DIFFUSER [EA]	Gas Diffuser	Each	1	$5.72	PRFDS-1	YES

LIN KP2746-1 - DIFFUSER, THREAD-ON, 250/350 [EA]	Gas Diffuser	Each	1	$9.63	LINKP2746-1	YES
MIL 263349 - GLOVE,TIG,XL [PR]	Gloves	Pair	1	$31.74	MIL263349	YES
LIN KP2906-30-L - GUN TUBE, 30 DEGREE, 12",NO REVE [EA]	Gun Tube	Each	1	$169.28	LINKP2906-30-L	YES
LIN KP4897-1 - GUN TUBE INSULATOR / THREAD PROT [EA]	Gun Tube Insulator	Each	1	$15.67	LINKP4897-1	YES
MIL ML00995 - && LPR-100 W/P100 NUIS OV [EA]	Half Mask Respirator with P100 Nuisance Level OV Relief Filters, M/L	Each	1	$34.32	MILML00995	YES
LIN KP3047-1 - VIKING HARD HAT ADAPTER [EA]	Hard Hat Adapter	Each	1	$49.84	LINKP3047-1	YES
HPG 9100516 - TIP-HEATING, H-62-1P [EACH]	Heating Tip	Each	1	$90.68	HAR9100516	YES
INS FES080GF - 3-3/16" HINGE W/ GREASE FITTING [EA]	Hinge with Grease Fitting	Each	1	$2.97	INTFES080GF	YES
INS FES100GF - 4" HINGE W/ GREASE FITTING [EA]	Hinge with Grease Fitting	Each	1	$3.44	INTFES100GF	YES
INS FES150GF - 6" HINGE W/ GREASE FITTING [EA]	Hinge with Grease Fitting	Each	1	7.18	INTFES150GF	YES

WEM WM200C - ROUND SOAPSTONE HOLDER W/CRAYON [EA]	Holder w/soapstone crayon	Each	1	$1.39	PRS58019	YES
WEM WM500C - FLAT SOAPSTONE HOLDER W/CRAYON [EA]	Holder w/soapstone crayon	Each	1	$1.10	PRS58017	YES
HOS 1/4SGB - 1/4 SINGLE GREEN BULK HOSE [FT]	Hose	Foot	1	$0.36	TECHSI14XRLG	YES
HOS 1/4TBGRADET - 1/4 TWIN BULK HOSE GRADE T [FT]	Hose	Foot	1	$1.46	PRSTT14	YES
HOS 1/4X50BB - 1/4" X 50' TWIN HOSE GRADE R [EA]	Hose	Each	1	$46.30	PRSTR14-50BB	YES
HOS 1/4X50BBT - 1/4" X 50' TWIN HOSE GRADE T [EA]	Hose	Each	1	$82.68	PRSTT14-50BB	YES
HOS 3/16X12BB - 3/16" X 12.5' TWIN HOSE GRADE R [EA]	Hose	Each	1	$21.87	PRSTR316-12.5AA	YES
LIN KP3044-1 - VIKING 3350 INSIDE CLEAR LENS - [PK]	Inside Cover Lens 5 per Pack	Per Pack of 5	1	$2.23	LINKP3044-1	YES
MIL 289585 - FUSE LINK KIT 350A, 250V [EA]	Kit	Per Kit	1	$196.86	MIL289585	YES
ARM T240-10 - TRADESMAN SH10 LENS ONLY 2X4 [EA]	Len	Each	1	$0.40	PRS64027	YES
WEM WMFC45 - LENS, FRONT COVER FOR B45 AND [PK]	Lens 5 per Pack	Per Pack of 5	1	$1.36	PRS64220	YES
BND L3A-15 - 035/045 LINER [EA]	Liner, Universal Conventional	Each	1	$18.96	PRSL3A-15	YES

TWE T-46 - POWER CABLE LUG #4 - #6 [EA]	Lug	Each	1	$0.81	DCT906615	YES
LEN LDP-50M - LDP-50M DINSE PLUG [EA]	Machine Plug Black	Each	1	$8.06	LENLDP-50M	YES
TWE 2-WPC-P - WELDSKILL #2 CABLE CONNECTOR [EA]	Males Halves Connectors two per Pack	Each	1	$8.17	PRS99578	YES
LIN K2951-4 - MAGNUM PRO CURVE 300, 25' [EACH]	MIG Gun	Each	1	$587.73	LINK2951-4	YES
MIL LMD3A-15 - .035-.045 LINER, ACCULOCK MDX [EA]	MIG Gun Liner	Each	1	$18.96	PRSL3A-15	YES
MIL 1770028 - MDX-100 GUN, 10', .030-.035 [EA]	MIG Welding Gun	Each	1	$193.77	MIL1770028	YES
LIN ED019300 - 1/16 BLUE MAX MIG 316LSI 25# [LB]	Mig Wire 25lb Spool	Pound	1	$9.76	LINED019300	YES
LIN L-59045X44 - .045 SUPERARC L-59 A [LB]	Mig Wire 44 lb Spool	Pound	1	$3.60	LINED032367	YES
LIN ED032366 - L-59 SUPERARC .035 X 44# [SO]	Mig Wire 44lb Spool	Spool	1	$3.68	LINED032366	YES

LIN EXCAL1/8X10 - 7018-A1 MR EXCALIBUR 1/8 X 10# [LB]	MR Electrode 10 lb Container	Pound	1	$5.06	LINED032873	YES
LIN EXCAL3/32 - ED028280 3/32 EXCALIBUR 7018 50# [LB]	MR Stick Electrode 50 lb Can	Pound	1	$3.49	LINED028280	YES
MIL 907693 - MULTIMATIC 215 120/240V 60HZ [EA]	Multimatic 215 Multiprocess Welder - Versatile Multi-Process MIG, Flux-Cored & TIG Welder Machine - Portable Welding Machine with Wire Feeder, MIG Gun & Multi-Voltage Plug for 120V&240V	Each	1	$2040.68	MIL907693	YES
SPM NP-10 - W/E 17 "B" HOSE NIPPLE 1/4 HOSE [EA]	Nipple	Each	1	$0.49	WES17	YES

BND NS-1218C - CENTERFIRE NOZZLE, SMALL, 1/2" [EA]	Nozzle	Each	1	$7.76	PRFNS-1218C	YES
MIL N-M1200C - NOZZLE, 1/2" ACCULOCK MDX, FLUSH [EA]	Nozzle	Each	1	$21.63	MILN-M1200C	YES
TWE 23-62 - TWECO SELF-INSUL. NOZZLE [EA]	Nozzle	Each	1	$8.78	PRS23-62	YES
TWE 24A-62 - TWECO 5/8" BORE NOZZLE [EA]	Nozzle	Each	1	$3.76	PRS24A-62	YES
LIN KP2742-1-62R - NOZZLE, 250/350, THREAD-ON, 1/8R [EA]	Nozzle, Thread-on	Each	1	$18.57	LINKP2742-1-62R	YES
SPM N-20 - W/E 7 RH STD. OXY. NUT [EA]	Nut	Each	1	$0.52	WES7	YES
SPM N-21 - W/E 8 LH STD. ACT. NUT [EA]	Nut	Each	1	$0.52	WES8	YES
MIL 907583 - SPECTRUM 875 60A 208/230V 1PH [EA]	Plasma Cutter with XT60 Torch with 20-ft. Cable	Each	1	$3580.63	MIL907583	YES
WEM FBK100 - FLASHBACK ARRESTOR REGULATOR [EA]	Regular	Each	1	$22.00	WDCWEMFBK100	YES
HPG 3000713 - 425-50-510P SINGLE STAGE REGUL- [EA]	Regulator - LPG Single-Stage Pressure	Each	1	$130.33	HAR3000713	YES

HPG 3000714 - 425-125-540 MODEL 425 SINGLE [EA]	Regulator - Oxygen Single Stage	Each	1	$130.33	HAR3000714	YES
HPG 3000682 - ACETYLENE,25GX-15-510 [EA]	Regulator - Single Stage Acetylene	Each	1	$94.43	HAR3000682	YES
HPG 3000681 - O2 REG,25GX-145-540 CLAMSHELLED [EA]	Regulator - Single Stage Oxygen	Each	1	$94.43	HAR3000681	YES
MIL SA00819 - P100 NUIS OV FILTERS,LPR-100 [EA]	Replacement Filters	Each	1	$19.46	MILSA00819	YES
MIL ML00895 - LPR-100 W/P100 FILTERS (M/L) [EA]	Respirator W/Filters	Each	1	$34.30	MILML00895	YES
LIN 9ST13858 - SCREW & HANDLE ASBLY [EA]	Screw and Handle Assembly	Each	1	$10.78	LINKT13858	YES
THD 9-8237 - SHIELD CUP BODY, 1TORCH [EA]	Shield	Each	1	$58.66	THE9-8237	YES
LIN FW5P+1/8 - ED010278 1/8 5P+ 50# CAN [CN]	Stick Electrodes 50lb Can	Per 50-lb Can	1	$212.78	LINED010278	YES
LIN FW5P+1/8 - ED010278 1/8 5P+ 50# CAN [LB]	Stick Electrodes 50lb Can	Pound	1	$4.26	LINED010278	YES
LIN FW5P+5/32 - ED010285 5/32 5P+ 50# CAN [LB]	Stick Electrodes 50lb Can	Pound	1	$4.18	LINED010285	YES
SOW PP1093316LT - ER316L 3/32X36" TIG 1# PKG [PK]	Tig Rod 1 lb Pack	Per 1-lb Pack	1	$8.66	PRS05019	YES
SOW PP109370S2T - E70S2 3/32X36 1# PKG [PK]	Tig Rod 1 lb Pack	Per 1-lb Pack	1	$4.84	PRS3670S20931	YES

SOW 125310T - 310 ss 1/8 tig rod with certs [LB]	Tig Rod 10 lb Pack	Pound	1	$12.48	SOW125310T	YES
MIL 040211 - STD TIPS [EA]	Tip	Each	1	$26.87	MIL040211	YES
THD 9-8211 - SL60/SL100 TIP 80 AMP [EA]	Tip	Each	1	$8.11	THE9-8211	YES
TWE 14-35 - 14-35 TWECO CONTACT TIP [EA]	Tip	Each	1	$0.59	PRS14-35	YES
TWE 14H-45 - .045 CONTACT TIP [EA]	Tip	Each	1	$0.77	PRS14H-45	YES
VIC 2-3-118 - VICTOR CUTTING TIP [EA]	Tip	Each	1	$14.94	FLA2-3-118	YES
VIC 3-1-101 - VICTOR CUTTING TIP [EA]	Tip	Each	1	$6.49	PRS4-1-101	YES
VIC CS4-1-101 - VICTOR CUTSKILL TIP 4-1-101 [EA]	Tip	Each	1	$6.49	PRS4-1-101	YES
BND 1588 - BERNARD CONTACT TIP .030-0.8MM [EA]	Tip - Contact	Each	1	$1.23	PRS1588	YES
BND 1589 - BERNARD CONTACT TIP.035 [EA]	Tip - Contact	Each	1	$1.23	PRS1589	YES
BND 1590 - 045 CONTACT TIP [EA]	Tip - Contact	Each	1	$1.23	PRS1590	YES
BND T-035 - TIP .035 [EA]	Tip - Contact	Each	1	$0.91	PRST-035	YES
MIL 186406 - CONTACT TIP .035 SPOOL GUN [EA]	Tip - Contact	Each	1	$0.56	PRF186406	YES
MIL T-M030 - .030 CONTACT TIP, ACCULOCK MDX [EA]	Tip - Contact	Each	1	$1.20	ATOT-M030	YES

MIL T-M035 - .035 CONTACT TIP, ACCULOCK MDX [EA]	Tip - Contact	Each	1	$1.20	ATOT-M035	YES
HPG 1501090 - CUT-TIP,6290-2NFFR RIVET [EACH]	Tip - Cutting	Each	1	$45.57	HAR1501090	YES
HPG 1500940 - FLUSHING TIP # 1-GG6290 SERIES [EA]	Tip - Flushing	Each	1	$54.69	HAR1500940	YES
HPG 1800150 - 2290-3H PROPYLENE/MAPP GAS [EA]	Tip - Heating	Each	1	$62.92	HAR1800150	YES
HPG 1800220 - HEAT TIP 2393-3F 15" [EA]	Tip - Heating	Each	1	$116.21	HAR1800220	YES
HPG 1600210 - BRZ-TIP,1390-5N [EACH]	Tip - Brazing	Each	1	$22.77	HAR1800210	YES
LIN KP2908-1 - TIP HOLDER [EA]	Tip - Holder	Each	1	$50.50	LINKP2908-1	YES
HPG 9003678 - TIP TUBE 8593 [EA]	Tip - Tube	Each	1	$59.14	HAR9003678	YES
ERG 19767 - SQUIDS 3703 ELASTIC LOOP TOOL [EA]	Tool Holder	Each	1	$8.69	ERG19767	YES
HPG 1003467 - CUT-TCH,62-5BFL 21" [EACH]	Torch - Straight Cutting	Each	1	$341.08	HAR1003467	YES
HPG 4301737 - QUICK CONNECT, TORCH(PAIR) [PR]	Torch-Type Quick Connectors	Per Pair	1	$74.25	HAR4301737	YES
BND 4235-116 - TUBE HEAD ASSY [EA]	Tube Head Assembly	Each	1	$7.06	PRF4235-116	YES
REV B-WFG18-6X6 - WELDING BLANKET 18OZ 6'X6' [EA]	Welding - Blanket	Each	1	$18.89	REVB-WF018-6X6	YES

CAB 1/0 - 1/0 WELDING CABLE [FT]	Welding Cable	Foot	1	$2.56	PRS1/0-500	YES
CAB 2/0 - 2/0 WELDING CABLE [FT]	Welding Cable	Foot	1	$3.17	PRS2/0-500	YES
CAB 4 - 4 GAUGE WELD CABLE [FT]	Welding Cable	Foot	1	$0.98	PRS4-500	YES
HOB 4181/8 - S119944-035 418 1/8X50 7018-1 [LB]	Welding Rod	Per 1-lb pack	1	$3.68	HOBS119944-035	YES
WAA TT31031006 - 310 TIG ROD 1/8 IN 10 LB TUBE [LB]	Welding Rod	Pound	1	$11.33	WAHTT31006	YES
HOB 404304712P - MAXAL 4043 3/64 16LB PLAS SP [Spool]	Welding Wire	Per 16-lb Spool	1	$6.67	HOB404304712	YES
HOB FS21B035X33 - S222108-029 FABSHIELD 21B 035X33 [LB]	Welding Wire	Pound	1	$4.93	HOBS222108-029	YES
UTP 308L030X10 - AVESTA .030X10LB 308L SS [LB]	Welding Wire 10 Lb Spool	Pound	1	$6.43	INW10308L030	YES
SOW 03070S6M11 - ER70S-6 SOLID WIRE .030 X 11# [LB]	Welding Wire 11 lb Spool	Pound	1	$1.82	SOW03070S6M11	YES
SOW 03570S6M11 - ER70S-6 SOLID WIRE .035 X 11# [LB]	Welding Wire 11 lb Spool	Pound	1	$1.80	SOW03570S6M11	YES
UTP 309L035X33 - AVESTA .035X33 SPL 309L S.S. [LB]	Welding Wire 33 Lb Spool	Pound	1	$5.81	SFC0950432	YES
SOW 03570S6M44 - ER70S-6 SOLID WIRE .035 X 44# [LB]	Welding Wire 44 lb Spool	Pound	1	$1.56	SOW03570S6M44	YES

ADDENDA.
The undersigned acknowledges receipt of addenda number(s) N/A **and agrees that their requirements have been included in this bid proposal.**

Name of Bidder: LINDE GAS & EQUIPMENT, INC.



Craig Hobday

Signature of Bidder's Authorized Representative

Territory Manager

Title

07/21/2025

Date

2808 E. Boone Avenue, Spokane WA 99202

Address

509-535-3088 (office) / 509-216-8363 (cell)

Phone

VMI SERVICES
PRICING PAGES

RFQ 6425
Welding Supplies As Needed and Vendor Managed Inventory Over Five Year Period For Various City Departments. (Does Not Include Compressed Gases).

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 tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.

QUANTITIES.
Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.

FREIGHT COST COMMONLY STOCKED ITEMS.
Vendor is responsible for all associated freight cost for any item types listed on Pricing Page that are commonly stocked by the Vendor to perform VMI Services.

FREIGHT COST NON-STOCKED ITEMS.
Freight cost for non-stocked items will be prepay and add. The City reserves the right to request copies of all freight invoices incurred by vendor.

BID OFFER.
The price(s) listed is tendered as an offer to furnish items in accordance with the specifications of RFQ 6422-25-25.

ADDITIONAL AND REMOVAL OF ITEMS:
During the life of contract, the City reserves the right to add additional welding related items to, and to remove items from the VMI program.

ADDITIONAL LOCATIONS:
During the life of the contract, the City reserves the right additional City departments should it be realized that other departments have a need for VMI Services pertaining to welding related supplies.

October 1, 2025 September 30 2026

Prices shall be firm throughout the first year of the contract period,10/1/25 through 9/30/2026, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else annual pricing adjustments on the anniversary of the award with justification.

Item - Description	Category	Minimum Stocking Qty	Maximum Stocking Qty	Stated Unit of Measure	Unit Price per Stated Unit of Measure. Price Shall Incorporate All VMI Cost To Be Incurred	State Part Manufacture and Part Number Being Quoted	Is Item Commonly Stocked By Bidder: Enter Yes or No
Gemini 57A AO Type 16 Portable Snagging Cone, 2 In. Diameter	**Grinding**	**10 each**	**20 each**	**each**	9.52	Norton NOR61463622218	Yes
Gemini A AO Type 27 Grinding Wheel, 3 In. Diameter	**Grinding Wheel**	**10 each**	**20 each**	**each**	2.70	Norton NOR66252842179	Yes
BlueFire Grinding Wheel ZA 24 S T27 4-1/2 x 1/4 x 5/8-11 In.	**Grinding Wheel**	**10 each**	**20 each**	**each**	5.93	Norton NOR66252843213	Yes
A24N Fast Grinding Wheel 3" x 1/4" x 3/8" (Type 27/Depressed Center),	**Grinding Wheel**	**10 each**	**15 each**	**each**	8.11	Norton NOR66252842178	Yes
Duramax Nozzle 65A	**Nozzle Plasma Consumable - Nozzle**	**10 each**	**15 each**	**each**	6.73	Hypertherm HYP220819	Yes
PMX 65A/85A Gouging Nozzle	**Nozzle Plasma Consumable - Nozzle**	**10 each**	**15 each**	**each**	9.13	Hypertherm HYP220797	Yes
Duramax Nozzle 85A	**Nozzle Plasma Consumable - Nozzle**	**10 each**	**15 each**	**each**	6.73	Hypertherm HYP220816	Yes

Hypertherm Duramax Gouging Nozzle 45-85 A 220797	**Nozzle Plasma Consumable - Nozzle**	**25 each**	**30 each**	**each**	9.13	Hypertherm HYP220797	Yes
Hypertherm cartridge: SmartSYNC or adapter 105 A mechanized cutting	**Plasma Consumable - Cartridge**	**1 each**	**2 each**	**each**	43.33	Hypertherm HYP428936	Yes
Hypertherm cartridge: SmartSYNC or adapter 65 A mechanized cutting	**Plasma Consumable - Cartridge**	**1 each**	**2 each**	**each**	41.88	Hypertherm HYP428930	Yes
Hypertherm cartridge: SmartSYNC or adapter 85 A mechanized cutting	**Plasma Consumable - Cartridge**	**1 each**	**2 each**	**each**	41.88	Hypertherm HYP428934	Yes
Electrode, Duramax and Duramax Lock, 10-105 A	**Plasma Consumable - Electrode**	**25 each**	**30 each**	**each**	8.86	Hypertherm HYP220842	Yes
Retaining cap, Duramax and Duramax Lock, 10-105 A	**Plasma Consumable - Retaining Cap**	**2 each**	**3 each**	**each**	32.00	Hypertherm HYP220854	Yes
Weldcap Front cover lense 7-14 in x 4-14" polycarbonate, clear pack of 5	**Safety Supply - Cover Lens**	**4 packs**	**5 packs**	**pack of 5**	19.72	Optrel OPT5000.260	Yes
Replacement polycarbonate inside cover lenses for Viking 3350 series welding helmets 5 lenses/pk	**Safety Supply - Cover Lens**	**2 packs**	**3 pack**	**per pack of 5**	2.73	Lincoln Electric LINKP3283-1	Yes

Allegro Industries Eyewear cleaning wipes 100 per box	**Safety Supply - Eyeware Cleaning Wipes**	**2 boxes**	**3 boxes**	**per box of 100**	5.22	Pyramax PYALCT100	Yes
F40 Propionate Faceshield, 915-60 Uncoated, Clear, Unbouknd 15.5 in L x 9 in	**Safety Supply - Face Shield**	**12 each**	**15 each**	**each**	3.43	Prostar PRSFS29084	Yes
F50 Polycarbonate Special Face Shields IRUV 5.0, D Shape, 8in H X 15.5 in L	**Safety Supply - Face Shield**	**10 each**	**15 each**	**each**	4.98	Prostar PRSFS4178DG	Yes
Tig Glove - Gloves - Kidskin - Length 14 in, Width 6 in, Height 0.5 in	**Safety Supply - Welding Gloves**	**5 pair**	**10 pair**	**price per pair**	7.39	Prostar PRS1328L	Yes
48 Premium Top Grain Goatskin and Split Cowhide MIG Glove, LARGE	**Safety Supply - Welding Gloves**	**12 pair**	**18 pair**	**price per pair**	13.20	Prostar PRS1355L	Yes
48 Premium Top Grain Goatskin and Split Cowhide MIG Glove, MEDIUM	**Safety Supply - Welding Gloves**	**1 pair**	**3 pair**	**price per pair**	13.20	Prostar PRS1355M	Yes
48 Premium Top Grain Goatskin and Split Cowhide MIG Glove, XL	**Safety Supply - Welding Gloves**	**5 pair**	**11 pair**	**price per pair**	13.20	Prostar PRS1355XL	Yes
2-3/4 x .020 x 5/8-11 Knot Cup, Tempered Wire Brush	**Welding Consumable - Bush**	**5 each**	**7 each**	**each**	5.87	Prostar PRS53038	Yes
Copper Plus® Contact Tip - 350A, Standard, 0.045 in	**Welding Consumable - Tip**	**20 each**	**30 each**	**each**	1.51	Lincoln Electric LINKP2744-045	Yes

MIG (GMAW) Wire, 0.045 in, 44 lb Spool - Super arc 1-59	**Welding Consumable - Wire**	**4 each: 44-lb spools**	**8 each: 44-lb spools**	**price per pound**	3.60	Lincoln Electric LINED032367	Yes
NR®-211-MP Flux-Cored (FCAW-S) Wire, 0.068 in, 25 lb Spool	**Welding Consumable - Wire**	**1 each: 25-lb spool**	**2 each: 25-lb spools**	**price per pound**	6.24	Lincoln Electric LINED030638	Yes
SILVER-STREAK Reflective ROUND REFILLS, 6 Pack	**Welding Supply - Marker**	**1 pack of six**	**1 pack of six**	**per pack of six**	4.90	Markal MAR96007	Yes

ADDENDA.
The undersigned acknowledges receipt of addenda number(s) N/A **and agrees that their requirements have been included in this bid proposal.**

Name of Bidder: Linde Gas & Equipment, Inc.

Craig Hobday

Signature of Bidder's Authorized Representative

Territory Manager

Title

07 - 21 - 2025

Date

2808 E Boone Avenue, Spokane WA 99202

Address

509-535-3088 (Office) / 509-216-9353 (Cell)

Phone

CITY OF SPOKANE

Nelson Center Purchasing, 915 N., Nelson St

Spokane, WA 99202

PHONE 509 625 6527

RFQ-6426-25 Welding Supplies As Needed and Vendor Managed Inventory Over Five Year Period For Various City Departments. (Does Not Include Compressed Gases).

October 1, 2025 September 30 2026

Vendor's prices shall be firm for a period of 6 months, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else Pricing Adjustments can be requested every six months thereafter with justification, and it will be at the discretion of the City to approve said price increases

QUANTITIES.

Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.

FREIGHT COST COMMONLY STOCKED ITEMS.

Vendor is responsible for all associated freight cost for any item types listed on Pricing Page that are commonly stocked by the Vendor to include delivery to
applicable City Department placing orders.

FREIGHT COST NON-STOCKED ITEMS.

Freight cost for non-stocked items will be prepay and add. The City reserves the right to request copies of all freight invoices incurred by vendor.

AS NEEDED WELDING SUPPLIES

ADDITIONAL AS NEEDED WELDING SUPPPLIES.

Should it be realized, at a later point in time, that additional welding supplies are needed that are not currently listed on the "Pricing Pages", the Vendor shall provide its pricing inclusive of percentage discount or markup that would be appliable at the future points in time when it is realized by the City of Spokane, that additional item(s) are needed that are not currently listed on the pricing form. For additional items or related items not listed of Pricing Form, the City of Spokane would be responsible for contracting Vendor at future points in time to obtain Vendor's current pricing reflecting vendor's percentage markup or discount.

				VENDOR	Linde Gas & Equipment, Inc.	
Item - Description	**Category**	**Stated Unit of Measure**	**Annual Estimated Qty More Or Less Based on Sell Unit of Sell Measure**	**Enter Unit Price Per Stated Unit of Measure**	**State Part Manufacture and Part Number Being Quoted**	**Is Item Commonly Stocked By Bidder: Enter Yes or No**
HPG 4403240 - KIT,43425F-510P PIPELINER LPGW/N [EACH]	(Male) AF Propane Cutting Torch Outfit	Each	1	$458.82	HAR4403240	Y
HPG 9100312 - MIXER E-43 [EA]	All Fuel Gases Equal Pressure Mixer	Each	1	$56.08	HAR100312	Y
HPG 9100316 - MIXER-ASY, F-43 [EA]	All Fuel Gases Equal Pressure Mixer	Each	1	$61.92	HAR9100316	Y
PAL BLKMAGIC - BLACK MAGIC ANTISPATTER [EA]	Anti Spatter 6.5oz Can	Each	1	$9.71	HYRBLACKMAGIC	Y
LIN K4266-2 - LN-25X TVT K126PRO 5/64-1/16 ONE [EACH]	As Spec'd Portable Wire Feeder	Each	1	$4,720.53	LINK4266-2	Y
BND QT2-45 - BODY TUBE ASSY. 400A EZII [EA]	Assembly	Each	1	$61.93	BERQT-45	Y
VIC 0381-1629 - ST950FC TORCH ASS Y BOXED 4 8 9 [PC]	Assembly	Piece	1	$859.24	VIC0381-1629	Y
AMS SO07091014 - CLASSIC 7'9"X3/4"X.035X10/14 [EA]	Blade - Band Saw	Each	1	$33.36	MKM425131150	Y
REV WFG18 - FIBERGLASS ROLL 60"X50YDS BULK [RL]	Blanket 50-Yard Roll	Roll	1	$250.00	REVB-WFG18-60X50	Y
OXL BAR - BURNING BAR - 5/8" X 10'6" [EA]	Burning Bar	Each	1	$19.44	AOX62B1050A	Y

LIN EXCAL1/8 - ED028281 1/8 EXCALIBUR 7018 50# [LB]	Carbon Steel Electrode 50 lb Can	Pound	1	$3.34	LINED028281	Y
THD 9-8213 - START CARTRIDGE, 1 TORCH [EA]	Cartridge	Each	1	$43.22	THE9-8213	Y
TWE GC-600-TMP - 600A TMP GROUND CLAMP [EA]	Clamp	Each	1	$114.24	TWE92101202	Y
REV 30WCXL - 30" LEATHER WELDING COAT [EA]	Coat	Each	1	$91.11	REV30WCXL	Y
LIN K466-6 - CONNECTOR KIT FOR POWER MIG [EA]	Connector Kit - POWER MIG® & Power Wave® C300 Kit	EA Kit	1	$79.61	LINK466-6	Y
LIN KP2744- LIN KP2744-030T - TAPERED CONTACT TIP, .030 [EA]	Contact Tip - Contact	Each	1	$1.54	LINKP2744-035	Y
LIN KP2744- LIN KP2744-035 - CONTACT TIP 250/350, .035 [EA]	Contact Tip - Contact	Each	1	$1.32	LINKP2744-035	Y
MIL 000068 - MIL 000068 - .035 CONTACT TIP - 10 PK [EA]	Contact Tip 10 per Pack	Per Pack of 10	1	$0.41	PRS00068	Y
LIN KP2744-045 - CONTACT TIP, .045 - 10/PACK [EA]	Contact Tip, 10 Per Pack	Per Pack of 10	1	$1.51	LINKP2744-045	Y
LIN KP2744-045 - CONTACT TIP, .045 - 10/PACK [PK]	Contact Tip, 10 Per Pack	Per Pack of 10	1	$1.54	LINKP2744-045	Y
SPM C-50 - W/E 30 HOSE COUPLER OXY.STD. [EA]	Coupler	Each	1	$0.84	WES30	Y
SPM C-51 - W/E 31 HOSE COUPLER ACT.STD. [EA]	Coupler	Each	1	$0.84	WES31	Y
DYF DF315KIT-S - DYNAFLUX CRACK CHECK 4-CAN KIT [EA]	Crack Seal -4 Piece Standard Kit, Non-Flammable	Per Kit of 4 cans	1	$60.51	DYNDF315-KIT-S	Y
TIL 604R1023R - CUSTOM BLUE VNYL WELDING CURTAIN [EA]	Curtain	Each	1	$497.62	TIL604R1023R	Y
HPG 6290-3NX - 1501250 HARRIS CUTTING TIP [EA]	Cutting Tip	Each	1	$9.04	MAR1501250	Y
LIN KP1697-068 - DRIVE ROLL KIT - .068-.072" [EA]	Drive Roll Kit	EA Kit	1	$107.18	LINKP1697-068	Y
LIN 9SS31256-5 - DUCT, FLEXIBLE [EACH]	Duct	Each	1	$129.16	LIN9SS31256-5	Y

THD 9-8215 - ELECTRODE, 1 TORCH MAXIMUM LIFE [EA]	Electrode	Each	1	$11.43	THE9-8215	Y
TWE A-532 - 200 AMP ELECTRODE HOLDER [EA]	Electrode Holder	Each	1	$18.61	PRS3J500	Y
UTP EC551/8X1 - UTP ECONOCAST 55 1/8 X 1LB PKG [LB]	Electrodes 1 lb Box	Per 1-lb Box	1	$24.32	UPT27749	Y
UTP 6824LC3/32X5 - 6824LC 3/32 309L SS 5LB/BX [BX]	Electrodes 10 lb Box	Per 5-lb Box	1	$10.44	UPT68244332	Y
TWE 2-WPC - WELDSKILL # 2 CABLE CONNECTOR [EA]	Females Halves Connectors two per Pack	Each	1	$7.78	PRS99579	Y
SPM 7325 - 7325 HOSE FERRULE ID .562" X 1" [EA]	Ferrule	Each	1	$0.41	DVA7325	Y
HPG 4302207 - PIN,8826 FUEL ARRESTOR QUICK-CON [EACH]	Flashback Arrestor with Quick Connector Pin	Each	1	$31.32	HAR4302207	Y
HPG 4302208 - PIN,8826 OXY ARRESTOR QUICK-CONN [EACH]	Flashback Arrestor with Quick Connector Pin	Each	1	$361.32	HAR4302208	Y
LIN NR211035X10 - ED016354 035X10 NR211MP INN [LB]	Flux Core Wire 10 lb Spool	Pound	1	$7.74	LINED016354	Y
LIN NR211068X25S - ED030641 NR-211 068X25 [LB]	Flux Core Wire 25 lb Spool	Pound	1	$5.69	LINED030641	Y
LIN W000403769 - ULTRACORE 360 M71 .052 X 33 LB [LB]	Flux Core Wire 33 lb Spool	Pound	1	$3.82	LINWOOO403769	Y
BND DS-1 - DIFFUSER [EA]	Gas Diffuser	Each	1	$5.72	PRFDS-1	Y
LIN KP2746-1 - DIFFUSER, THREAD-ON, 250/350 [EA]	Gas Diffuser	Each	1	$9.63	LINK2746-1	Y
MIL 263349 - GLOVE,TIG,XL [PR]	Gloves	Pair	1	$31.74	MIL263349	Y
LIN KP2906-30-L - GUN TUBE, 30 DEGREE, 12",NO REVE [EA]	Gun Tube	Each	1	$169.28	LINKP2906-30-L	Y
LIN KP4897-1 - GUN TUBE INSULATOR / THREAD PROT [EA]	Gun Tube Insulator	Each	1	$15.67	LINKP4897-1	Y

MIL ML00995 - && LPR-100 W/P100 NUIS OV [EA]	Half Mask Respirator with P100 Nuisance Level OV Relief Filters, M/L	Each	1	$34.32	MILML00995	Y
LIN KP3047-1 - VIKING HARD HAT ADAPTER [EA]	Hard Hat Adapter	Each	1	$49.84	LINKP3047-1	Y
HPG 9100516 - TIP-HEATING, H-62-1P [EACH]	Heating Tip	Each	1	$90.68	HAR9100516	Y
INS FES080GF - 3-3/16" HINGE W/ GREASE FITTING [EA]	Hinge with Grease Fitting	Each	1	$2.97	INTFES080GF	Y
INS FES100GF - 4" HINGE W/ GREASE FITTING [EA]	Hinge with Grease Fitting	Each	1	$3.44	INTFES100GF	Y
INS FES150GF - 6" HINGE W/ GREASE FITTING [EA]	Hinge with Grease Fitting	Each	1	$7.18	INTFES150GF	Y
WEM WM200C - ROUND SOAPSTONE HOLDER W/CRAYON [EA]	Holder w/soapstone craynon	Each	1	$1.39	PRS59019	Y
WEM WM500C - FLAT SOAPSTONE HOLDER W/CRAYON [EA]	Holder w/soapstone craynon	Each	1	$1.10	PRS58017	Y
HOS 1/4SGB - 1/4 SINGLE GREEN BULK HOSE [FT]	Hose	Foot	1	$0.36	TECHSI14XRLG	Y
HOS 1/4TBGRADET - 1/4 TWIN BULK HOSE GRADE T [FT]	Hose	Foot	1	$1.46	PRSTT14	Y
HOS 1/4X50BB - 1/4" X 50' TWIN HOSE GRADE R [EA]	Hose	Each	1	$46.30	PRSTR14-50BB	Y
HOS 1/4X50BBT - 1/4" X 50' TWIN HOSE GRADE T [EA]	Hose	Each	1	$82.68	PRSTT14-50BB	Y
HOS 3/16X12BB - 3/16" X 12.5' TWIN HOSE GRADE R [EA]	Hose	Each	1	$21.87	PRSTT14-12.5AA	Y
LIN KP3044-1 - VIKING 3350 INSIDE CLEAR LENS - [PK]	Inside Cover Lens 5 per Pack	Per Pack of 5	1	$2.23	LINK3044-1	Y
MIL 289585 - FUSE LINK KIT 350A, 250V [EA]	Kit	Per Kit	1	$196.86	MIL289585	Y
ARM T240-10 - TRADESMAN SH10 LENS ONLY 2X4 [EA]	Len	Each	1	$0.40	PRS640027	Y

WEM WMFC45 - LENS, FRONT COVER FOR B45 AND [PK]	Lens 5 per Pack	Per Pack of 5	1	$1.36	PRS64220	Y
BND L3A-15 - 035/045 LINER [EA]	Liner, Universal Conventional	Each	1	$18.96	PRSL3A-15	Y
TWE T-46 - POWER CABLE LUG #4 - #6 [EA]	Lug	Each	1	$0.81	DCT906615	Y
LEN LDP-50M - LDP-50M DINSE PLUG [EA]	Machine Plug Black	Each	1	$8.06	LENLDP-50M	Y
TWE 2-WPC-P - WELDSKILL #2 CABLE CONNECTOR [EA]	Males Halves Connectors two per Pack	Each	1	$8.17	PRS99578	Y
LIN K2951-4 - MAGNUM PRO CURVE 300, 25' [EACH]	MIG Gun	Each	1	$587.73	LINK2951-4	Y
MIL LMD3A-15 - .035-.045 LINER, ACCULOCK MDX [EA]	MIG Gun Liner	Each	1	$18.96	PRSL3A-15	Y
MIL 1770028 - MDX-100 GUN, 10', .030-.035 [EA]	MIG Welding Gun	Each	1	$193.77	MIL1770028	Y
LIN ED019300 - 1/16 BLUE MAX MIG 316LSI 25# [LB]	Mig Wire 25lb Spool	Pound	1	$9.76	LINED019300	Y
LIN L-59045X44 - .045 SUPERARC L-59 A [LB]	Mig Wire 44 lb Spool	Pound	1	$3.60	LINED032367	Y
LIN ED032366 - L-59 SUPERARC .035 X 44# [SO]	Mig Wire 44lb Spool	Spool	1	$3.68	LINE032366	Y
LIN EXCAL1/8X10 - 7018-A1 MR EXCALIBUR 1/8 X 10# [LB]	MR Electrode 10 lb Container	Pound	1	$5.06	LINED032873	Y
LIN EXCAL3/32 - ED028280 3/32 EXCALIBUR 7018 50# [LB]	MR Stick Electrode 50 lb Can	Pound	1	$3.49	LINED028280	Y
MIL 907693 - MULTIMATIC 215 120/240V 60HZ [EA]	Multimatic 215 Multiprocess Welder - Versatile Multi-Process MIG, Flux-Cored & TIG Welder Machine - Portable Welding Machine with Wire Feeder, MIG Gun & Multi-Voltage Plug for 120V&240V	Each	1	$2,040.68	MIL907693	Y

SPM NP-10 - W/E 17 "B" HOSE NIPPLE 1/4 HOSE [EA]	Nipple	Each	1	$0.49	WES17	Y
BND NS-1218C - CENTERFIRE NOZZLE, SMALL, 1/2" [EA]	Nozzle	Each	1	$7.76	PRFNS-1218C	Y
MIL N-M1200C - NOZZLE, 1/2" ACCULOCK MDX, FLUSH [EA]	Nozzle	Each	1	$21.63	MILN-M1200C	Y
TWE 23-62 - TWECO SELF-INSUL. NOZZLE [EA]	Nozzle	Each	1	$8.78	PRS23-62	Y
TWE 24A-62 - TWECO 5/8" BORE NOZZLE [EA]	Nozzle	Each	1	$3.76	PRS24A-62	Y
LIN KP2742-1-62R - NOZZLE, 250/350, THREAD-ON, 1/8R [EA]	Nozzle, Thread-on	Each	1	$18.57	LINKP2742-1-62R	Y
SPM N-20 - W/E 7 RH STD. OXY. NUT [EA]	Nut	Each	1	$0.52	WES7	Y
SPM N-21 - W/E 8 LH STD. ACT. NUT [EA]	Nut	Each	1	$0.52	WES8	Y
MIL 907583 - SPECTRUM 875 60A 208/230V 1PH [EA]	Plasma Cutter with XT60 Torch with 20-ft. Cable	Each	1	$3,580.63	MIL907583	Y
WEM FBK100 - FLASHBACK ARRESTOR REGULATOR [EA]	Regular	Each	1	$22.00	WDCWEMEFBK100	Y
HPG 3000713 - 425-50-510P SINGLE STAGE REGUL- [EA]	Regulator - LPG Single-Stage Pressure	Each	1	$130.33	HAR3000713	Y
HPG 3000714 - 425-125-540 MODEL 425 SINGLE [EA]	Regulator - Oxygen Single Stage	Each	1	$130.33	HAR3000714	Y
HPG 3000682 - ACETYLENE,25GX-15-510 [EA]	Regulator - Single Stage Acetylene	Each	1	$94.43	HAR3000682	Y
HPG 3000681 - O2 REG,25GX-145-540 CLAMSHELLED [EA]	Regulator -Single Stage Oxygen	Each	1	$94.43	HAR3000681	Y
MIL SA00819 - P100 NUIS OV FILTERS,LPR-100 [EA]	Replacement Filters	Each	1	$19.46	MILSA00819	Y
MIL ML00895 - LPR-100 W/P100 FILTERS (M/L) [EA]	Respirator W/Filters	Each	1	$34.30	MILML00895	Y
LIN 9ST13858 - SCREW & HANDLE ASBLY [EA]	Screw and Handle Assembly	Each	1	$10.78	LINKT13858	Y

THD 9-8237 - SHIELD CUP BODY, 1TORCH [EA]	Shield	Each	1	$58.66	THE9-8237	Y
LIN FW5P+1/8 - ED010278 1/8 5P+ 50# CAN [CN]	Stick Electrodes 50lb Can	Per 50-lb Can	1	$212.78	LINED010278	Y
LIN FW5P+1/8 - ED010278 1/8 5P+ 50# CAN [LB]	Stick Electrodes 50lb Can	Pound	1	$4.26	LINED010278	Y
LIN FW5P+5/32 - ED010285 5/32 5P+ 50# CAN [LB]	Stick Electrodes 50lb Can	Pound	1	$4.18	LINED010285	Y
SOW PP1093316LT - ER316L 3/32X36" TIG 1# PKG [PK]	Tig Rod 1 lb Pack	Per 1-lb Pack	1	$8.66	PRS05019	Y
SOW PP109370S2T - E70S2 3/32X36 1# PKG [PK]	Tig Rod 1 lb Pack	Per 1-lb Pack	1	$4.84	PRS3670S20931	Y
SOW 125310T - 310 ss 1/8 tig rod with certs [LB]	Tig Rod 10 lb Pack	Pound	1	$12.48	SOW15310T	Y
MIL 040211 - STD TIPS [EA]	Tip	Each	1	$26.87	MIL040211	Y
THD 9-8211 - SL60/SL100 TIP 80 AMP [EA]	Tip	Each	1	$8.11	THE9-8211	Y
TWE 14-35 - 14-35 TWECO CONTACT TIP [EA]	Tip	Each	1	$0.59	PRS14-35	Y
TWE 14H-45 - .045 CONTACT TIP [EA]	Tip	Each	1	$0.77	PRS14H-45	Y
VIC 2-3-118 - VICTOR CUTTING TIP [EA]	Tip	Each	1	$14.94	LFA2-3-118	Y
VIC 3-1-101 - VICTOR CUTTING TIP [EA]	Tip	Each	1	$6.49	PRS4-1-101	Y
VIC CS4-1-101 - VICTOR CUTSKILL TIP 4-1-101 [EA]	Tip	Each	1	$6.49	PRS4-1-101	Y
BND 1588 - BERNARD CONTACT TIP .030-0.8MM [EA]	Tip - Contact	Each	1	$1.23	PRS1588	Y
BND 1589 - BERNARD CONTACT TIP.035 [EA]	Tip - Contact	Each	1	$1.23	PRS1589	Y
BND 1590 - 045 CONTACT TIP [EA]	Tip - Contact	Each	1	$1.23	PRS1590	Y

BND T-035 - TIP .035 [EA]	Tip - Contact	Each	1	$0.91	PRST-035	Y
MIL 186406 - CONTACT TIP .035 SPOOL GUN [EA]	Tip - Contact	Each	1	$0.56	PRF186406	Y
MIL T-M030 - .030 CONTACT TIP, ACCULOCK MDX [EA]	Tip - Contact	Each	1	$1.20	ATOT-M030	Y
MIL T-M035 - .035 CONTACT TIP, ACCULOCK MDX [EA]	Tip - Contact	Each	1	$1.20	ATOT-M035	Y
HPG 1501090 - CUT-TIP,6290-2NFFR RIVET [EACH]	Tip - Cutting	Each	1	$45.57	HAR1501090	Y
HPG 1500940 - FLUSHING TIP # 1-GG6290 SERIES [EA]	Tip - Flushing	Each	1	$54.69	HAR1500940	Y
HPG 1800150 - 2290-3H PROPYLENE/MAPP GAS [EA]	Tip - Heating	Each	1	$62.92	HAR1800150	Y
HPG 1800220 - HEAT TIP 2393-3F 15" [EA]	Tip - Heating	Each	1	$116.21	HAR1800220	Y
HPG 1600210 - BRZ-TIP,1390-5N [EACH]	Tip - Brazing	Each	1	$22.77	HAR1800210	Y
LIN KP2908-1 - TIP HOLDER [EA]	Tip - Holder	Each	1	$50.50	LINKP2908-1	Y
HPG 9003678 - TIP TUBE 8593 [EA]	Tip - Tube	Each	1	$59.14	HAR9003678	Y
ERG 19767 - SQUIDS 3703 ELASTIC LOOP TOOL [EA]	Tool Holder	Each	1	$8.69	ERG19767	Y
HPG 1003467 - CUT-TCH,62-5BFL 21" [EACH]	Torch - Straight Cutting	Each	1	$341.08	HAR1003467	Y
HPG 4301737 - QUICK CONNECT, TORCH(PAIR) [PR]	Torch-Type Quick Connectors	Per Pair	1	$74.25	HAR4301737	Y
BND 4235-116 - TUBE HEAD ASSY [EA]	Tube Head Assmbly	Each	1	$7.06	PRF4235-116	Y
REV B-WFG18-6X6 - WELDING BLANKET 18OZ 6'X6' [EA]	Welding - Blanket	Each	1	$18.89	REVB-WF018-6X6	Y
CAB 1/0 - 1/0 WELDING CABLE [FT]	Welding Cable	Foot	1	$2.56	PRS1/0-500	Y
CAB 2/0 - 2/0 WELDING CABLE [FT]	Welding Cable	Foot	1	$3.17	PRS2/0-500	Y
CAB 4 - 4 GAUGE WELD CABLE [FT]	Welding Cable	Foot	1	$0.98	PRS4-500	Y

HOB 4181/8 - S119944-035 418 1/8X50 7018-1 [LB]	Welding Rod	Per 1-lb pack	1	$3.68	HOBS119944-035	**Y**
WAA TT31031006 - 310 TIG ROD 1/8 IN 10 LB TUBE [LB]	Welding Rod	Pound	1	$11.33	WAHTT31006	**Y**
HOB 404304712P - MAXAL 4043 3/64 16LB PLAS SP [Spool]	Welding Wire	Per 16-lb Spool	1	$6.67	HOB404304712	**Y**
HOB FS21B035X33 - S222108-029 FABSHIELD 21B 035X33 [LB]	Welding Wire	Pound	1	$4.93	HOBS222108-029	**Y**
UTP 308L030X10 - AVESTA .030X10LB 308L SS [LB]	Welding Wire 10 Lb Spool	Pound	1	$6.43	INW10308L030	**Y**
SOW 03070S6M11 - ER70S-6 SOLID WIRE .030 X 11# [LB]	Welding Wire 11 lb Spool	Pound	1	$1.82	SOWO3070S6M11	**Y**
SOW 03570S6M11 - ER70S-6 SOLID WIRE .035 X 11# [LB]	Welding Wire 11 lb Spool	Pound	1	$1.80	SOW03570S6M11	**Y**
UTP 309L035X33 - AVESTA .035X33 SPL 309L S.S. [LB]	Welding Wire 33 Lb Spool	Pound	1	$5.81	SFC0950432	**Y**
SOW 03570S6M44 - ER70S-6 SOLID WIRE .035 X 44# [LB]	Welding Wire 44 lb Spool	Pound	1	$1.56	SOW03570SM44	**Y**

CITY OF SPOKANE
Nelson Center Purchasing, 915 N., Nelson St
Spokane, WA 99202
PHONE 509 625 6527

RFQ-6426-25 Welding Supplies As Needed and Vendor Managed Inventory Over Five Year Period For Various City Departments. (Does Not Include Compressed Gases).

October 1, 2025 September 30 2026

Vendor's prices shall be firm for a period of 6 months, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else Pricing Adjustments can be requested every six months thereafter with justification, and it will be at the discretion of the City to approve said price increases.

QUANTITIES.
Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.

FREIGHT COST COMMONLY STOCKED ITEMS.
Vendor is responsible for all associated freight cost for any item types listed on Pricing Page that are commonly stocked by the Vendor to include delivery to applicable City Department placing orders.

FREIGHT COST NON-STOCKED ITEMS.
Freight cost for non-stocked items will be prepay and add. The City reserves the right to request copies of all freight invoices incurred by vendor.

VENDOR MANAGEMENT INVENTORY (VMI) SERVICES

ADDITIONAL AND REMOVAL OF ITEMS:
During the life of contract, the City reserves the right to add additional welding related items to, and to remove items from the VMI program.

ADDITIONAL LOCATIONS:
During the life of the contract, the City reserves the right additional City departments should it be realized that other departments have a need for VMI Services pertaining to welding related supplies.

					VENDOR	Linde Gas & Equipment, Inc	
Item - Description	**Category**	**Minimum Keepfill Stocking Qty**	**Maximum Keepfill Stocking Qty**	**Stated Unit of Measure**	**Unit Price per Stated Unit of Measure. Price Shall Incorporate All Keepfill VMI Cost To Be Incurred**	**State Part Manufacture and Part Number Being Quoted**	**Is Item Commonly Stocked By Bidder: Enter Yes or No**
Gemini 57A AO Type 16 Portable Snagging Cone, 2 In. Diameter	**Grinding**	**10 each**	**20 each**	**each**	**$9.25**	**Norton, NOR61463622218**	Y
Gemini A AO Type 27 Grinding Wheel, 3 In. Diameter	**Grinding Wheel**	**10 each**	**20 each**	**each**	**$2.70**	**Norton, NOR66252842179**	Y
BlueFire Grinding Wheel ZA 24 S T27 4-1/2 x 1/4 x 5/8-11 In.	**Grinding Wheel**	**10 each**	**20 each**	**each**	**$5.93**	**Norton, NOR66252843213**	Y
A24N Fast Grinding Wheel 3" x 1/4" x 3/8" (Type 27/Depressed Center),	**Grinding Wheel**	**10 each**	**15 each**	**each**	**$8.11**	**Norton, NOR66252842178**	Y
Duramax Nozzle 65A	**Nozzle Plasma Consumable - Nozzle**	**10 each**	**15 each**	**each**	**$6.73**	**Hypettherm HYP220819**	Y
PMX 65A/85A Gouging Nozzle	**Nozzle Plasma Consumable - Nozzle**	**10 each**	**15 each**	**each**	**$9.13**	**Hypettherm HYP220797**	Y

Duramax Nozzel 85A	**Nozzle Plasma Consumable - Nozzle**	**10 each**	**15 each**	**each**	**$6.73**	**Hypettherm HYP220816**	Y
Hypertherm Duramax Gouging Nozzle 45-85 A 220797	**Nozzle Plasma Consumable - Nozzle**	**25 each**	**30 each**	**each**	**$9.13**	**Hypettherm HYP220797**	Y
Hypertherm cartridge: SmartSYNC or adapter 105 A mechanized cutting	**Plasma Consumable - Cartridge**	**1 each**	**2 each**	**each**	**$43.33**	**Hypettherm HYP428936**	Y
Hypertherm cartridge: SmartSYNC or adapter 65 A mechanized cutting	**Plasma Consumable - Cartridge**	**1 each**	**2 each**	**each**	**$41.88**	**Hypettherm HYP428930**	Y
Hypertherm cartridge: SmartSYNC or adapter 85 A mechanized cutting	**Plasma Consumable - Cartridge**	**1 each**	**2 each**	**each**	**$41.88**	**Hypettherm HYP428934**	Y
Electrode, Duramax and Duramax Lock, 10-105 A	**Plasma Consumable - Electrode**	**25 each**	**30 each**	**each**	**$8.86**	**Hypettherm HYP220842**	Y
Retaining cap, Duramax and Duramax Lock, 10-105 A	**Plasma Consumable - Retaining Cap**	**2 each**	**3 each**	**each**	**$32.00**	**Hypettherm HYP220854**	Y
Weldcap Front cover lense 7-14 in x 4-14" polycarbonate, clear pack of 5	**Safety Supply - Cover Lens**	**4 packs**	**5 packs**	**pack pack of 5**	**$19.72**	**Opytrel OPT5000.260**	Y

Replacement polycarbonate inside cover lenses for Viking 3350 series welding helmets 5 lenses/pk	**Safety Supply - Cover Lens**	**2 packs**	**3 pack**	**per pack of 5**	**$2.73**	**Lincoln Electric LINKP3283-1**	Y
Allegro Industries Eyewear cleaning wipes 100 per box	**Safety Supply - Eyeware Cleaning Wipes**	**2 boxes**	**3 boxes**	**per box of 100**	**$5.22**	**Pyramax OPYALCT100**	Y
F40 Propionate Faceshield, 915-60 Uncoated, Clear, Unbouknd 15.5 in L x 9 in	**Safety Supply - Face Shield**	**12 each**	**15 each**	**each**	**$3.43**	**Prostar PRSFS29084**	Y
F50 Polycarbonate Secial Face Shields IRUV 5.0, D Shape, 8in H X 15.5 in L	**Safety Supply - Face Shield**	**10 each**	**15 each**	**each**	**$4.98**	**Prostar PRSFS4178DG**	Y
Tig Glove - Gloves - Kidskin - Length 14 in, Width 6 in, Height 0.5 in	**Safety Supply - Welding Gloves**	**5 pair**	**10 pair**	**price per pair**	**$7.39**	**Prostar PRS1328L**	Y
48 Premium Top Grain Goatskin and Split Cowhide MIG Glove, LARGE	**Safety Supply - Welding Gloves**	**12 pair**	**18 pair**	**price per pair**	**$13.20**	**Prostar PRS1355L**	Y
48 Premium Top Grain Goatskin and Split Cowhide MIG Glove, MEDIUM	**Safety Supply - Welding Gloves**	**1 pair**	**3 pair**	**price per pair**	**$13.20**	**Prostar PRS1355M**	Y

48 Premium Top Grain Goatskin and Split Cowhide MIG Glove, XL	**Safety Supply - Welding Gloves**	**5 pair**	**11 pair**	**price per pair**	**$13.20**	**Prostar PRS1355XL**	Y
2-3/4 x .020 x 5/8-11 Knot Cup, Tempered Wire Brush	**Welding Consumable - Bush**	**5 each**	**7 each**	**each**	**$5.87**	**Prostar PRS53038**	Y
Copper Plus® Contact Tip - 350A, Standard, 0.045 in	**Welding Consumable - Tip**	**20 each**	**30 each**	**each**	**$1.51**	**Lincoln Electric LINKP2744-045**	Y
MIG (GMAW) Wire, 0.045 in, 44 lb Spool - Super arc 1-59	**Welding Consumable - Wire**	**ach: 44-lb spo**	**ach: 44-lb sp**	**price per pound**	**$3.60**	**Lincoln Electric LINED032367**	Y
NR®-211-MP Flux-Cored (FCAW-S) Wire, 0.068 in, 25 lb Spool	**Welding Consumable - Wire**	**each: 25-lb spo**	**ach: 25-lb sp**	**price per pound**	**$6.24**	**Lincoln Electric LINED030638**	Y
SILVER-STREAK Reflective ROUND REFILLS, 6 Pack	**Welding Supply - Marker**	**1 pack of six**	**1 pack of six**	**per pack of six**	**$4.90**	**Markal MAR96007**	Y

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: LINDE GAS & EQUIPMENT INC.

Business name: LINDE GAS & EQUIPMENT INC.

Entity type: Profit Corporation

UBI #: 601-696-728

Business ID: 001

Location ID: 0017

Location: Active

Location address:
2808 E BOONE AVE
SPOKANE WA 99202-3748

Mailing address:
2808 E BOONE AVE
SPOKANE WA 99202-3748

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business				Active	Aug-31-2026	Oct-03-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
GLAZER, BENJAMIN	
SCHMIDT, ADAM G.	

Registered Trade Names

Registered trade names	Status	First issued
LINDE	Active	Sep-17-2019
LINDE GAS & EQUIPMENT INC	Active	Jun-08-2023
LINDE GAS & EQUIPMENT INC.	Active	Nov-10-2021

Registered trade names	Status	First issued
LINDE GAS NORTH AMERICA	Active	Nov-10-2021
PRAXAIR DISTRIBUTION INC	Active	Dec-05-2019
PRAXAIR DISTRIBUTION, INC.	Active	Oct-03-2019

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 7/22/2025 10:56:28 AM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 08/18/2025

Committee Agenda type: Consent

Council Meeting Date: 09/15/2025

Date Rec'd	8/12/2025		
Clerk's File #	OPR 2025-0612		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	RFQ 6413-25
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	RN 308
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET FOR THE PURCHASE OF CRANE BRAKE PARTS		

Agenda Wording

Five year value blanket with Mazella Lifting Technologies, Inc. (Woodland, WA) for the as-needed purchase of crane and hoist brake assemblies and associated repair parts needed at the Waste to Energy Facility from Sep. 1, 2025 to Aug. 31, 2030 and a total cost not to exceed $160,000.00, plus tax.

Summary (Background)

The Waste to Energy Facility utilizes many cranes and hoists throughout to support operations. Repair parts are frequently needed for the brake assemblies on this type of equipment. On Jul. 8, 2025, bidding closed on RFQ 6413-25 for the as-needed purchase of replacement brake assemblies and associated repair parts for the Facility's cranes and hoists. Two responses were received and Mazella Lifting Technologies, Inc. was the low cost bidder. Approval for a five year value blanket award is requested.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 160,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

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

Amount		Budget Account
Expense	$ 160,000.00	# 4490-44100-37148-53210-34002
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	SCOTT, ALEXANDER		

Distribution List

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

Bid Response Summary

Bid Number	RFQ 6413-25
Bid Title	Spec'd Stearns Crane and Hoist Brakes Assemblies and Associated Repair Parts, As Needed Over Five (5) Year Period. No Or-Equals Due To Standardization.
Due Date	Tuesday, July 8, 2025 10:59:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Mazzella
Submitted By	Michael Zanussi - Tuesday, July 8, 2025 10:46:54 AM [(UTC-08:00) Pacific Time (US & Canada)]
	mike.zanussi@mazzellacompanies.com 360.633.5211
Comments	

Question Responses

Group	Reference Number	Question	Response
BACKGROUND			
	#1	The City of Spokane, Solid Waste Disposal, Waste To Energy Facility (COS WTE), is located at 2900 S. Geiger Blvd, Spokane WA 99224-5400. COS WTEF operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require vendors to provide high service levels. COS WTEF is initiating this Request for Quote (RFQ) to solicit Quotes from vendors who have a proven ability to provide spec'd Stearns Crane and Hoist Brakes Assemblies and Associated Repair Parts, As Needed Over A Five (5) Year Period. No Or-Equals Due To Standardization.	I acknowledge and I understand
SUBMISSION OF QUOTES			
	#1	Quote Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late quotes shall not be accepted.	I acknowledge and I understand
	#2	The City of Spokane is not responsible for quotes electronically submitted late. It is the responsibility of the Bidder to be sure the quote is electronically submitted sufficiently ahead of time to be received no later than the bid due date and time.	I acknowledge and I understand

	#3	All communication between the Bidder and the City upon receipt of this quote shall be via the “Clarification Tab” within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I acknowledge and I understand
INTERPRETATION			
	#1	If the Bidder discovers any errors, discrepancies or omissions in the quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the any resulting Value Blanket Order.	I acknowledge and I understand
WITHDRAWAL OF QUOTES			
	#1	Bidders may withdrawal Quotes prior to the scheduled bid due date and time. Unless otherwise specified, no Quote may be withdrawn for a minimum of seventy-five (75) calendar days after the bid due date.	I acknowledge and I understand
EVALUATION OF QUOTES			
	#1	Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder’s ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. Any other information having a bearing on the decision to award Value Blanket Order.	I acknowledge and I understand

QUOTING ERRORS			
	#1	Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.	I acknowledge and I understand
REJECTION OF QUOTES			
	#1	The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.	I acknowledge and I understand
AWARD OF VALUE BLANKET ORDERS			
	#1	Any resulting Value Blanket Order shall be awarded by City Council, if applicable, to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.	I acknowledge and I understand
PAYMENT TERMS			

	#1	Vendor acknowledges that payment shall be made via direct deposit/ACH (except as provided by state law) Net 30 after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I acknowledge and I understand
INVOICING			
	#1	Invoices must be submitted to Spokane Solid Waste Disposal within 30 days of deliver of any orders that were placed and received. • All Invoices shall reference the invoice number and total quantities of items and types. Invoices shall reference Value Blanker Order and Orde Number. Original invoices are required. Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the items delivered in accordance with resulting Value Blanker Order. Invoices shall be emailed to mdorgan@spokanecity.org the Spokane Solid Waste Disposal, Office Manager.	I acknowledge and I understand
TERMS AND CONDITIONS			
	#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I do not agree and I do not acknowledge", include requested exception on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I acknowledge and I understand
	#1.1	EXCEPTIONS TO TERMS AND CONDITIONS: If you took exception above, upload here.	

	#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	Certifies
PCB CERTIFICATION			
	#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
	#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
	#3	If so were PCBs found at a measurable level?	Don't Know
	#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Don't Know
	#5	If so attach the results or note from whom the results can be obtained.	
	#6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
BIDDER INFORMATION			

	#1	Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Mike Zanussi: 720-951-7596, mike.zanussi@mazzellacompanies.com
ORGANIZATION			
	#1	Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Mazzella Companies 5505 East Broadway Ave, Suite 103 Spokane Valley, WA 99212
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT			
	#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	I acknowledge and I understand
	#2	City of Spokane Business Registration Number	Available, but To follow
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			

	#1	All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as “PROPRIETARY INFORMATION.” If a valid public records request is then received by the City for this information, you will be given notice and 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.	I acknowledge and I understand
BIDDER PREQUALIFICATION			
	#1	Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the COS WTEF.	I acknowledge and I understand
ADDITIONAL ITEMS			
	#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Vendor agrees to sell at the same price, terms and conditions.	Yes

INTERLOCAL PURCHASE AGREEMENTS			
	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
MINORITY BUSINESS ENTERPRISE			
	#1	Vendor (is___, is not ___) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS			
	#1	Vendor (is ___, is not ___) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION			

	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	Certifies No Agreement Was Entered
ACCEPTANCE PERIOD			
	#1	Bidders must provide a minimum of seventy-five (75) calendar days for acceptance by the City from the Bid Due Date.	I acknowledge and I understand
TERM OF VALUE OF BLANKET ORDER			
	#1	Any Value Blanket Order resulting from this ITB will be for a five -year period, beginning approximately September 1, 2025, and terminating on August 31, 2030. The Vendor's prices shall be firm throughout the first year, September 1, 2025 to August 31, 2026, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else annual pricing adjustments on the anniversary of the award with justification.	I acknowledge and I understand
GENERAL INSTRUCTIONS			
	#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I acknowledge and I understand
	#2	Time is of the essence in the performance of this contract.	I acknowledge and I understand
	#3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I acknowledge and I understand
	#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	I acknowledge and I understand

	#5	The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote(s) deemed to be in the best interest of the City.	I acknowledge and I understand
	#6	The City may choose from more than one vendor. The City of Spokane reserves the option of awarding by type or grouping, or by any manner most advantageous for the City.	I acknowledge and I understand
	#7	Bidder should be aware that Quote may be rejected if all questions are not completely and correctly answered.	I acknowledge and I understand
SPECIAL INSTRUCTIONS - GENERAL			
	#1	If the products differ from the provisions contained herein, these differences must be explained in detail.	I acknowledge and I understand
	#2	Vendors found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge and I understand
	#3	The omission of any standard feature described herein shall not void the bidder’s responsibility to furnish a complete unit with all standard equipment of the manufacturer’s latest model and design. Equipment to be furnished shall be new and unused.	I acknowledge and I understand
	#4	Successful bidder shall furnish standard warranty. State Warranty here:	12 Months
	#5	Federal and State laws governing this product and its final certification must be satisfied.	I acknowledge and I understand
	#6	It shall be the Vendor’s responsibility to conform to all Federal Standards for certification.	I acknowledge and I understand
	#7	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of any order release against Value Blanket Order.	I acknowledge and I understand
TECHNICAL SPECIFICATIONS			

	#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.	I acknowledge and I understand
	#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design, form, fit and function, in regard to spec'd Stearns Crane and Hoist Brakes Assemblies and Associated Repair Parts to enable COS WTEF to perform a drop-in replacements, changing out the existing same spec'd Stearns Crane and Hoist Brakes Assemblies and Associated Repair Parts, currently employed in the COS WTEF facility.	I acknowledge and I understand
	#2.1	Item delivered must adhere to stated specs, No Substitutes or Or-Equals will be considered due to standardization.	I acknowledge and I understand
	#3.	Awarded Vendor would be responsible for providing spec'd Stearns, a Regal Rexnord Brand, Stearns Crane and Hoist Brakes Assemblies and Associated Repair Parts, As Needed Over Five (5) Year Period, that are listed on the Pricing Form.	I acknowledge and I understand
	#4	Any delivered item that does not meet specifications will not be accepted.	I acknowledge and I understand
	#5	If the product differs from the provisions contained herein, these differences must be explained in detail.	
	#6	Bidders must submit cover letters stating qualifications for supplying specified items to the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of valve. Upload Letter	Mazzella Cover Letter RFQ 6413-25.docx
	#7	As applicable, Safety Data Sheets must be included with Quote. Upload Here	
	#8	If you took exception to above, explain in detail.	

DELIVERY - F.O.B. Delivery Point			
	#1	FOB Delivery Point: Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	I acknowledge and I understand
	#2	FREIGHT TRANSPORTATION CHARGES will be prepaid and add; and listed as a separate line item on invoices. The City reserves the right to request copies of all freight invoices incurred by vendor.	I acknowledge and I understand
	#3	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I acknowledge and I understand
	#4	Vendor’s standard delivery time after receipt of order. Enter number of calendar days that could be expected from day vendor receives order until delivery to Spokane Solid Waste Disposal, Waste To Energy, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	30 Days
	#5	If you took exception to any of the above, explain in detail.	
PRICING			
	#1	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should --not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax	I acknowledge and I understand

	#2	Annual Quantities listed on Pricing Form are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	I acknowledge and I understand
	#2.1	The Vendor's prices shall be firm throughout the first year, September 1, 2025 to August 31, 2026, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else annual pricing adjustments on the anniversary of the award with justification.	I acknowledge and I understand
	#2.2	Bidder must complete Pricing Form. Unit Pricing Should Not Include Freight or Tax.	I acknowledge and I understand
	#3	Should it be realized, at a later point in time, that additional Stearns related replacement parts are needed that are not currently listed on the "Pricing Form", Vendor shall provide its pricing inclusive of percentage discount or markup that would be appliable at the future point in time(s) when it is realized additional related replacement parts are needed by COS WTEF that are not currently listed on the pricing form.	Yes
	#3.1	For items not listed of Pricing Form, the COS WTEF would be responsible for contracting Vendor at future points time to obtain current pricing that would be inclusive of vendor's percentage markup or discount.	I acknowledge and I understand

	#4	Pricing Adjustments: Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original Value Blanket Order, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City.	
	#4.1	Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City.	I acknowledge and I understand
	#4.2	Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.	I acknowledge and I understand
	#4.3	An approved price increase will become effective after the approval of the increase.	I acknowledge and I understand
	#4.4	Retroactive price increase adjustments will not be considered.	I acknowledge and I understand
	#4.5	Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Value Blanket Order.	I acknowledge and I understand

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

Pricing Responses

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

Annual Quantities shown on “Pricing Form" are estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Unit Pricing SHOULD NOT include tax								
	1-087-061-A0-FQF	Stearns part number 1-087-061-A0-FQF, Brake Assy, 75ft/lbs. Enter Unit Price per each assembly. Unit Pricing should not include freight or tax.	Base	Per Each Assembly	2.00	$2,680.00	$5,360.00	Each
	1-087-041-A0-FQF	Stearns part number 1-087-041-A0-FQF, Brake Assy, 35ft/lbs. Enter Unit Price per each assembly. Unit Pricing should not include freight or tax.	Base	Per Each Assembly	2.00	$1,670.00	$3,340.00	Each

	5-66-8372-00	Stearns part number 5-66-8372-00, Stationary Disc. Enter Unit Price per Disc. Unit Pricing should not include freight or tax.	Base	Per Each Disc	4.00	$234.00	$936.00	Each
	5-66-8483-00	Stearns part number 5-66-8483-00, Friction Disc Kit. Enter Unit Price per each kit. Unit Pricing should not include freight or tax.	Base	Per Each Kit	4.00	$191.00	$764.00	Each
	5-42-7097-00	Stearns part number 5-42-7097-00, Support Plate Assy. Enter Unit Price per each assembly. Unit Pricing should not include freight or tax.	Base	Per Each Assembly	4.00	$1,630.00	$6,520.00	Each (p/n: 5-42-7097-0008)
	5-66-5081-00	Stearns part number 5-66-5081-00, No.8 Solenoid Kit. Enter Unit Price per each kit. Unit Pricing should not include freight or tax.	Base	Per Each Kit	6.00	$1,055.00	$6,330.00	Each

	5-96-6809-67	Stearns part number 5-96-6809-67, 460VAC Coil Kit. Enter Unit Price per each Kit. Unit Pricing should not include freight or tax.	Base	Per Each Kit	6.00	$515.00	$3,090.00	Each
	Freight Cost	Estimated Combined Ground Freight Cost To Be Incurred For An Individual Order Comprised Of Above Listed Items And Quantities, To Be Delivered To Spokane Solid Waste Disposal, 2900 S. Geiger, Spokane WA 99224-5400. Unit Pricing should not include tax.	Base	Total Freight Cost	1.00	$300.00	$300.00	PPA Actual, Estimated
Total Base Bid	$26,640.00							

Mazzella Companies
5505 East Broadway Ave. Suite 103
Spokane Valley, WA 99212

RE: City of Spokane RFQ 6413-25

To whom it may concern:
Thank you for the opportunity to bid. Per the request of the bid, Mazzella hereby states we are qualified to resell the specified items from the OEM Stearns Crane Manufacturer to the City of Spokane. We will either use directly from Stearns out of Cudahy, WI or through a Distributor. Distributor, if not direct, will be Electric Motor Wholesale or Galco. If this letter does not satisfy the request, please let us know and we can provide clarifications as applicable.

Regards,

Mike Zanussi
Mazzella Companies
720.951.7596
Mike.zanussi@mazzellacompanies.com

CITY OF SPOKANE
Nelson Purchasing Center
915 N. Nelson St, Spokane WA 99202
PHONE 509 625 6527

RFQ 613-25 Spec'd Stearns Crane and Hoist Brakes Assemblies and Associated Repair Parts, As Needed Over Five (5) Year Period. No Or-Equals Due To Standardization

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

Pricing shall be firm throughout the first year, September 1, 2025 to August 31, 2026, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else annual pricing adjustments on the anniversary of the award with justification.

Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City.

	VENDOR	**WEMCO**		**Mazzella Companies**	
Item	Est Annual Qty More Or Less	Unit Price	Extended Price	Unit Price	Extended Price
Stearns part number 1-087-061-A0-FQF, Brake Assy, 75ft/lbs. Enter Unit Price per each assembly. Unit Pricing should not include freight or tax.	2	$2,915.95	$5,831.90	$2,680.00	$5,360.00
Stearns part number 1-087-041-A0-FQF, Brake Assy, 35ft/lbs. Enter Unit Price per each assembly. Unit Pricing should not include freight or tax.	2	$1,816.75	$3,633.50	$1,670.00	$3,340.00
Stearns part number 5-66-8372-00, Stationary Disc. Enter Unit Price per Disc. Unit Pricing should not include freight or tax.	4	$252.64	$1,010.56	$234.00	$936.00
Stearns part number 5-66-8483-00, Friction Disc Kit. Enter Unit Price per each kit. Unit Pricing should not include freight or tax.	4	$224.39	$897.56	$191.00	$764.00
Stearns part number 5-42-7097-00, Support Plate Assy. Enter Unit Price per each assembly. Unit Pricing should not include freight or tax.	4	$2,181.63	$8,726.52	$1,630.00	$6,520 (Bid 5-42-7097-0008)
Stearns part number 5-66-5081-00, No.8 Solenoid Kit. Enter Unit Price per each kit. Unit Pricing should not include freight or tax.	6	$1,147.74	$6,886.44	$1,055.00	$6,330.00
Stearns part number 5-96-6809-67, 460VAC Coil Kit. Enter Unit Price per each Kit. Unit Pricing should not include freight or tax	6	$541.60	$3,249.60	$515.00	$3,090.00
Estimated Combined Ground Freight Cost To Be Incurred For An Individual Order Comprised Of Above Listed Items And Quantities, To Be Delivered To Spokane Solid Waste Disposal, 2900 S. Geiger, Spokane WA 99224-5400. Unit Pricing should not include tax.	1	$527.92	$527.92	$300.00	$300.00
During the term of the Value Blanket Order, should the Vendor realize any declines at the manufacturer's level, or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, the Vendor shall immediately request that an amendment to the Value Blanket Order to provide similar pricing to the City, if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Vendor shall immediately notify the City of any such contracts entered into by the Vendor. Price decreases may be considered and implemented at any time upon mutual consent of the parties.		**Vendor Acknowledged**	$30,764.00	**Vendor Acknowledged**	$26,640.00

Estimated Extended Total	$30,764.00	$26,640.00
Tax 9.1%	$2,799.52	$2,424.24
Estimated Extended Total	$33,563.52	$29,064.24

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: MAZZELLA LIFTING TECHNOLOGIES, INC

Business name: MAZZELLA LIFTING TECHNOLOGIES, INC

Entity type: Corporation

UBI #: 605-330-962

Business ID: 001

Location ID: 0001

Location: Active

Location address: 9428 OLD PACIFIC HWY
WOODLAND WA 98674-8415

Mailing address: 21000 AEROSPACE PKWY
CLEVELAND OH 44142-1000

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Sep-30-2025	Sep-20-2023
Vancouver General Business - Non-Resident				Active	Sep-30-2025	Sep-21-2023
Woodland General Business				Active	Sep-30-2025	Sep-26-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title
FAY, KATHLEEN	Secretary, Treasurer
MAZZELLA, ANTHONY	President

The Business Lookup information is updated nightly. Search date and time: 7/16/2025 2:32:52 PM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 08/18/2025

Committee Agenda type: Consent

Council Meeting Date: 09/15/2025

Date Rec'd	8/12/2025		
Clerk's File #	OPR 2025-0613		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	ITB 6336-25
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	VB
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET FOR THE AS-NEEDED PURCHASE OF BOILER TUBES		

Agenda Wording

Five year value blanket with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for the as-needed purchase of boiler tubes for use at the Waste to Energy Facility from Nov. 1, 2025 through Oct. 31, 2030 and a total cost not to exceed $5,000,000.00, plus tax.

Summary (Background)

Prefabricated boiler tubes are a necessary item to have available on-site so that worn tubes can be replaced quickly in the event of a failure or during scheduled outages. On Jul. 28, 2025, bidding closed on ITB 6336-25 for the as-needed purchase of these tubes. Helfrich Brothers Boiler Works, Inc. was the only respondent. Approval of a five year value blanket award is requested.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 5,000.000.00
Current Year Cost	$ 1,000,000.00
Subsequent Year(s) Cost	$ 1,000,000.00

Narrative

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

Amount		Budget Account
Expense	$ 5,000,000.00	# 4490-44100-37148-53210-34002
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	SCOTT, ALEXANDER		

Distribution List

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

Bid Response Summary

Bid Number	ITB 6336-25
Bid Title	Boiler Tubes to include Fabrication of U-Bends and Swage Tube, As Needed Over Five (5) Year Period
Due Date	Monday, July 28, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Helfrich Brothers Boiler Works, Inc.
Submitted By	Rami Kattar - Monday, July 28, 2025 9:16:25 AM [(UTC-08:00) Pacific Time (US & Canada)] rkattar@hbbwinc.com
Comments	

Question Responses

Group	Reference Number	Question	Response
BACKGROUND			
	#1	The City of Spokane, Solid Waste Disposal, Waste To Energy Facility (COS WTE), is located at 2900 S. Geiger Blvd, Spokane WA 99224-5400. COS WTEF operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require vendors to provide high service levels. COS WTEF is initiating this Invitation To Bid to solicit Bids from vendors who have a proven ability to provide spec'd Boiler Tubes to include Fabrication of U-Bends and Swage Tube, As Needed Over Five (5) Year Period, with annual pricing adjustments on the anniversary of the award with justification.	I acknowledge and I understand
SUBMISSION OF BIDS			
	#1	Quote Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late quotes shall not be accepted.	I acknowledge and I understand
	#2	The City of Spokane is not responsible for quotes electronically submitted late. It is the responsibility of the Bidder to be sure the quote is electronically submitted sufficiently ahead of time to be received no later than the bid due date and time.	I acknowledge and I understand
	#3	All communication between the Bidder and the City upon receipt of this quote shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I acknowledge and I understand
INTERPRETATION			
	#1	If the Bidder discovers any errors, discrepancies or omissions in the quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the any resulting Value Blanket Order.	I acknowledge and I understand

WITHDRAWAL OF BIDS			
	#1	Bidders may withdrawal Quotes prior to the scheduled bid due date and time. Unless otherwise specified, no Quote may be withdrawn for a minimum of ninety (90) calendar days after the bid due date.	I acknowledge and I understand
EVALUATION OF BIDS			
	#1	Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. Any other information having a bearing on the decision to award Value Blanket Order.	I acknowledge and I understand
BIDDING ERRORS			
	#1	Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.	I acknowledge and I understand
REJECTION OF BIDS			
	#1	The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.	I acknowledge and I understand
AWARD OF VALUE BLANKET ORDERS			

	#1	Any resulting Value Blanket Order shall be awarded by City Council, if applicable, to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.	I acknowledge and I understand
PAYMENT TERMS			
	#1	Vendor acknowledges that payment shall be made via direct deposit/ACH (except as provided by state law) Net 30 after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I acknowledge and I understand
INVOICING			
	#1	Invoices must be submitted to Spokane Solid Waste Disposal within 30 days of a delivery. • All Invoices shall include Value Blanket Number, Quantity and Item Types Delivered, and all applicable Unit Pricing per Value Blanket, and Applicable Tax. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the delivered items and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all required support is provided. Invoices shall be emailed to mdorgan@spokanecity.org.	I acknowledge and I understand
TERMS AND CONDITIONS			
	#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I do not agree and I do not acknowledge", include requested exception on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I 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
PCB CERTIFICATION			
	#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
	#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
	#3	If so were PCBs found at a measurable level?	Don't Know
	#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Don't Know
	#5	If so attach the results or note from whom the results can be obtained.	
	#6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	Don't Know
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.	Rami Kattar rkattar@hbbwinc.com (603)674-1555
ORGANIZATION			
	#1	Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation Massachusetts
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT			

	#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	I acknowledge and I understand
	#2	City of Spokane Business Registration Number	603344193
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			
	#1	Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.	I acknowledge and I understand
BIDDER PREQUALIFICATION			
	#1	Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the COS WTEF.	I acknowledge and I understand
ADDITIONAL ITEMS			
	#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Vendor agrees to sell at the same price, terms and conditions.	Yes

INTERLOCAL PURCHASE AGREEMENTS			
	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
MINORITY BUSINESS ENTERPRISE			
	#1	Vendor (is___, is not ___) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS			
	#1	Vendor (is ___, is not ___) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION			
	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	Certifies No Agreement Was Entered
ACCEPTANCE PERIOD			
	#1	Bidders must provide a minimum of ninety (90) calendar days for acceptance by the City from the Bid Due Date.	I acknowledge and I understand
TERM OF VALUE OF BLANKET ORDER			

	#1	Any Value Blanket Order resulting from this RFQ will be for a five year period, beginning November 1, 2025, and terminates on October 31, 2030. The Vendor's prices shall be firm throughout the first year, November 1, 2025 - October 31, 2026, with annual pricing adjustments on the anniversary of the award with justification.	I acknowledge and I understand
GENERAL INSTRUCTIONS			
	#1	The items to be furnished by the Bidder on this Bid must be of the latest possible design and production.	I acknowledge and I understand
	#2	Time is of the essence in the performance of this contract.	I acknowledge and I understand
	#3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I acknowledge and I understand
	#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.	I acknowledge and I understand
	#5	The City reserves the right to accept or reject any part of or all Bids and to accept the Bid(s) deemed to be in the best interest of the City.	I acknowledge and I understand
	#6	The City may choose from more than one vendor. The City of Spokane reserves the option of awarding by type or grouping, or by any manner most advantageous for the City.	I acknowledge and I understand
	#7	Bidder should be aware that Bid may be rejected if all questions are not completely and correctly answered.	I acknowledge and I understand
SPECIAL INSTRUCTIONS - GENERAL			
	#1	If the products differ from the provisions contained herein, these differences must be explained in detail.	I acknowledge and I understand
	#2	Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge and I understand
	#3	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused.	I acknowledge and I understand

	#4	Successful bidder shall furnish standard warranty. State Warranty here:	12 months after first use or 18 months after delivery. Which comes first.
	#5	Federal and State laws governing this product and its final certification must be satisfied.	I acknowledge and I understand
	#6	It shall be the Supplier's responsibility to conform to all Federal Standards for certification.	I acknowledge and I understand
	#7	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of any order release against Value Blanket Order.	I acknowledge and I understand
	#8	If you took exception to above, explain in detail.	
TECHNICAL SPECIFICATIONS			
	#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.	I acknowledge and I understand
	#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.	I acknowledge and I understand
	#3	Awarded Vendor(s) would be responsible for providing item types as needed over a five-year period.	Yes
	#3.1	Spec'd Wide Loop U-Bend Tube 2"x0.240MW; U-Bend #SA213TP310H 2.00" x .240MW - Tubes will be bent 180 degrees on a 4.25" radius. Tube centers will be 8.5", each leg will have 5" of straight from the bend tangent.	I acknowledge and I understand
	#3.1.1	Bidder has reviewed 'Drawing STD-BNED-TD1' from the "Documents Tab" in regards to Wide Loop U-Bend Tube 2"x0.240MW; U-Bend #SA213TP310H 2.00" x .240MW - Tubes will be bent 180 degrees on a 4.25" radius. Tube centers will be 8.5", each leg will have 5" of straight from the bend tangent.	I acknowledge and I understand
	#3.2	Spec'd Superheater Swaged Tube - 2.5" OD x .240" MW to 2.0" OD x .304" MW #SA213TP310H. All required ASME Code Material Specifications to be continuously marked along the length of the tube.	qerqwqw
	#3.2.1	Bidder has reviewed 'Drawing STD-BNED-TD1' from the "Documents Tab" in regards to Superheater Swaged Tube - 2.5" OD x .240" MW to 2.0" OD x .304" MW #SA213TP310H.	I acknowledge and I understand

	#3.3	Spec’d Tube, SA213TP310H 2.0" x 0.240 19' length - Boiler Tube - All required ASME Code Material Specifications to be continuously marked along the length of the tube. Each end beveled 37 1/2 degrees & capped.	I acknowledge and I understand
	#3.4	Spec'd with Tube, SA213TP310H 2.50" x 0.240 19' length - Boiler Tube - All required ASME Code Material Specifications to be continuously marked along the length of the tube. Each end beveled 37 1/2 degrees & capped.	I acknowledge and I understand
	#3.5	Any delivered item that does not meet specifications will not be accepted.	I acknowledge and I understand
	#3.5.1	(MTR’s) material test reports must be included for all material upon delivery.	I acknowledge and I understand
	#3.6	If the product differs from the provisions contained herein, these differences must be explained in detail.	
	#4	Bidders must submit cover letters stating qualifications for supplying specified items to the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of valve. Upload Letter	Cover letter 25-PF-1076.docx
	#5	References: Bidder shall furnish names, addresses, telephone numbers, and email addresses of representatives of at least three companies/municipalities which have been continually using the product being bid for at least two years.	1) WTI Bridgeport - 6 Howard Avenue, Bridgeport, CT 06605 - Dave Hall - dhall@win-waste.com. 2) WTI Falls - 1201 New Ford Mill Road, Morrisville, PA 19067 - Joe Gratten - jgratten@win-waste.com. 3) WTI Millbury - 331 SW Cutoff, Millbury, MA 01527 - Sean Burns - sburns@win-waste.com
	#6	As applicable, Safety Data Sheets must be included with Quote. Upload Here	
	#7	If you took exception to above, explain in detail.	
DELIVERY - F.O.B. Delivery Point			
	#1	Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	I acknowledge and I understand
	#2	FREIGHT TRANSPORTATION CHARGES. All FREIGHT CHARGES are the responsibility of the winning Vendor.	I acknowledge and I understand
	#3	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I acknowledge and I understand

	#4	Vendor’s standard delivery time after receipt of order. Enter number of calendar days that could be expected from day vendor receives order until delivery to Spokane Solid Waste Disposal, Waste To Energy, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	Depending on stock availability, or if material must be ordered.
	#5	If you took exception to any of the above, explain in detail.	
PRICING			
	#1	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should --not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax	I acknowledge and I understand
	#2	Annual Quantities listed on Pricing Page are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	I acknowledge and I understand
	#2.1	Order History from reference only from November 2020 through January 2025:	Yes
	#2.1.1	June 2021, an individual order was placed for a total of: Qty 19 Wide Loop U-Bend Tubes, and Qty 60 Tube, SA213TP310H 2.50" x 0.240 19' length.	I acknowledge and I understand
	#2.1.2	March 2022, an individual order was placed for a total of: Qty 172 Tube, SA213TP310H 2.0" x 0.240 19' length, and Qty 166 Tube, SA213TP310H 2.50" x 0.240 19' length.	I acknowledge and I understand
	#2.1.3	November 2022, an individual order was placed for a total of: Qty 50 Tube, SA213TP310H 2.0" x 0.240 19' length, and Qty 80 Tube, SA213TP310H 2.50" x 0.240 19' length.	I acknowledge and I understand
	#2.1.4	February 2023, an individual order was placed for a total of: Qty 15 Swage Tubes	I acknowledge and I understand
	#2.1.5	April 2024, an individual order was placed for a total of: Qty 50 Tube, SA213TP310H 2.50" x 0.240 19' length	I acknowledge and I understand
	#2.1.6	September 2024, an individual order was placed for a total of: Qty 160 Tube, SA213TP310H 2.50" x 0.240 19' length	I acknowledge and I understand
	#3	Vendor’s prices shall be firm throughout the first year, November 1, 2025 - October 31, 2026, with annual pricing adjustments on the anniversary of the award with justification.	I acknowledge and I understand

	#3.1	Bidder must complete the 'ITB 6336-25 Pricing Pages (3 pages)' located in the "Documents" tab. Unit Pricing shall be inclusive of any freight cost. Tax should not be included. Upload Complete Pricing. Page Here:	ITB 6336-25 Pricing Pages (3 Pages) (1).pdf
	#3.2	VENDOR'S PERCENTAGE DISCOUNT: Should additional boiler tube item type(s) be needed that are not currently listed on Pricing Page, but may be realized are needed at a later point in time, Vendor shall provide Vendor's percentage discount. Discount shall remain unchanged throughout the five-year period of any resulting value blanket order.	I acknowledge and I understand
	#3.2.1	Enter Vendor's Percentage Discount	Any additional quantities over the original requirements HBBW will offer an 3% discount on the list pricing.
	#4	Pricing Adjustments can be requested on the "anniversary of award" with justification support.	I acknowledge and I understand
	#4.1	Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original Value Blanket Order, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City.	I acknowledge and I understand
	#4.2	Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City.	I acknowledge and I understand
	#4.3	An approved price increase will become effective after the approval of the increase.	I acknowledge and I understand
	#4.4	Retroactive price increase adjustments will not be considered.	I acknowledge and I understand
	#4.5	Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Value Blanket Order.	I acknowledge and I understand

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

ITB 6336-25 PRICING PAGES

These Next Three Pages Must be COMPLETED ENTIRELY and Uploaded Into ProcureWare Via The Question Tab and corresponding PRICING QUESTION #3.1

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 tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.

QUANTITIES.
Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.

BID OFFER.
The price(s) listed is tendered as an offer to furnish items inclusive of fright cost in strict accordance with the specifications of ITB 6336-25.

November 1, 2025 Through October 31, 2026

Prices shall be firm throughout the first year of the contract period,11/1/2025 through 10/31/2026.
Pricing Adjustments can be requested on the "anniversary of award" with justification support. Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.

ITB 6336-25 Pricing Page				
Item	**Description**	**Annual Estimated Quantity (More or Less)**	**Unit Price Each (Inclusive of Freight)**	**Extended Price**
1	Spec'd Wide Loop U-Bend Tube 2"x0.240MW; U-Bend #SA213TP310H 2.00" x .240MW - Tubes will be bent 180 degrees on a 4.25" radius. Tube centers will be 8.5", each leg will have 5" of straight from the bend tangent. Unit pricing should include all Freight Cost. Unit pricing should not include Tax.	6	$500.00	$3,000.00
	Enter Discount On Vendor's Unit Pricing to be applied for any individual order(s) placed exceeding estimated quantity of 6 per an individual order.	Any additional quantities over the original requirements HBBW will offer an 3% discount on the list pricing.		
2	Spec'd Superheater Swaged Tube - 2.5" OD x .240" MW to 2.0" OD x .304" MW #SA213TP310H. All required ASME Code Material Specifications to be continuously marked along the length of the tube. All tube ends to be capped Unit pricing should include all Freight Cost. Unit pricing should not include Tax.	6	$750.00	$4,500.00
	Enter Discount On Vendor's Unit Pricing to be applied for any individual order(s) placed exceeding estimated quantity of 6 per an individual order.	Any additional quantities over the original requirements HBBW will offer an 3% discount on the list pricing.		

3	Spec'd Tube, SA213TP310H 2.0" x 0.240 19' length - Boiler Tube - All required ASME Code Material Specifications to be continuously marked along the length of the tube. Each end beveled 37 1/2 degrees & capped. All required ASME Code Material Specifications to be continuously marked along the length of the tube. All tube ends to be capped. Unit pricing should include all Freight Cost. Unit pricing should not include Tax.	**100**	$800.00	$80,000.00
	Enter Discount On Vendor's Unit Pricing to be applied for any individual order(s) placed exceeding estimated quantity of 100 per an individual order.	Any additional quantities over the original requirements HBBW will offer an 3% discount on the list pricing		
4	Spec'd with Tube, SA213TP310H 2.50" x 0.240 19' length - Boiler Tube - All required ASME Code Material Specifications to be continuously marked along the length of the tube. Each end beveled 37 1/2 degrees & capped. Unit pricing should include all Freight Cost. Unit pricing should not include Tax.	**100**	$1,105.00	$110,500.00
	Enter Discount On Vendor's Unit Pricing to be applied for any individual order(s) placed exceeding estimated quantity of 100 per an individual order.	Any additional quantities over the original requirements HBBW will offer an 3% discount on the list pricing		
5	VENDOR'S PERCENTAGE DISCOUNT: Should additional boiler tube item type(s) be needed that are not currently listed on Pricing Page, but may be realized are needed at a later point in time, Vendor shall provide Vendor's percentage discount. Discount shall remain unchanged throughout the five-year period of any resulting value blanket order. Enter Vendor's Percentage Discount	3%		

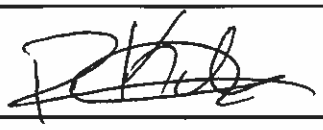
ADDENDA.
The undersigned acknowledges receipt of addenda number(s) _____ and agrees that their requirements have been included in this bid proposal.

BIDDER RESPONSIBILITY.

U.B.I. Number 603344193

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

Name of Bidder: Helfrich Brothers Boiler Works, Inc.

Rami Kattar 

Signature of Bidder's Authorized Representative

Estimator

Title

July 28, 2025

Date

39 Merrimack Street, Lawrence, MA 01843

Address

(603)674-1555

Phone

HELFRICH
BROTHERS BOILER WORKS, INC.

O: (978) 683-7244
C: (603) 674-1555

July 28, 2025

City of Spokane
2900 S Geiger Blvd
Spokane, WA 99224

Subject: RFQ 6336-25 – (6) U Bends, (6) Swage Tubes, & straight tubings
HBBW Proposal No. 25-PF-1076

In reference to our qualifications for supplying the subject parts, Helfrich Brothers Boiler Works Inc. (HBBW) has fabricated these parts for City of Spokane previously.

All parts are made at our Lawrence, MA facility.

Special Notes:
- Item 1 & item 2 includes solution annealing.
- All applicable tariffs are included in the pricing submitted.
- HBBW has included 3% discounts if quantities are increased.

Sincerely,

Rami Kattar

Rami Kattar
Project Estimator

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: HELFRICH BROS BOILER WORKS, INC.

Business name: HELFRICH BROS BOILER WORKS INC

Entity type: Profit Corporation

UBI #: 603-344-193

Business ID: 001

Location ID: 0001

Location: Active

Location address: 39 MERRIMACK ST
LAWRENCE MA 01843-1436

Mailing address: 39 MERRIMACK ST
LAWRENCE MA 01843-1436

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Mar-31-2026	Dec-13-2013

Owners and officers on file with the Department of Revenue

Owners and officers	Title
HELFRICH JR, VINCENT	
HELFRICH, JOSEPH	

Registered Trade Names

Registered trade names	Status	First issued
HELFRICH BROS BOILER WORKS INC	Active	Dec-13-2013

The Business Lookup information is updated nightly. Search date and time: 8/12/2025 12:20:10 PM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 08/18/2025

Committee Agenda type: Consent

Council Meeting Date: 09/15/2025

Date Rec'd	8/12/2025		
Clerk's File #	OPR 2025-0614		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	A&E 25-02
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	CR 27793
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CONTRACT FOR ENGINEERING AND DESIGN OF A REPLACEMENT BOTTOM ASH		

Agenda Wording

Architectural & Engineering contract with Knight Const. & Supply, Inc. (Deer Park, WA) for the engineering and design of a replacement bottom ash pan at the Waste to Energy Facility from Oct. 1, 2025 through Sept. 30, 2026 and a total cost of $58,332.00, plus applicable tax.

Summary (Background)

The ash produced at the Waste to Energy Facility through combustion of solid waste is transported through the facility and collected for shipment off site. There is a 118' long section of the ash collection system, called the bottom ash pan that is in need of replacement. In order to do so, stamped engineering drawings need developed that closely replicate the pieces needing replaced. Knight Const. & Supply Inc. was selected through the MRSC Roster and A&E Services process for this project.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 58,332.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a planned capital expense that was planned for in the Solid Waste Disposal CIP budget.

Amount		Budget Account
Expense	$ 58,332.00	# 4490-44900-37145-54803-19082
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	One-Time

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	SCOTT, ALEXANDER		

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

City Clerk's OPR _____

City of Spokane

CONSULTANT AGREEMENT

Title: ENGINEERING AND DESIGN SERVICES AT THE WASTE TO ENERGY FACILITY

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KNIGHT CONST. & SUPPLY, INC.**, whose address is 2601 East 6th Street, Deer Park, Washington 99006, as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is for Consultant to provide Botton Ash Pan Design and Engineering Services at the Waste to Energy Facility; and

WHEREAS, the Consultant was selected from the MRSC Small Works Roster.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on October 1, 2025, and ends on September 30, 2026, unless amended by written agreement or terminated earlier under the provisions.

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

3. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in Consultant's Proposal dated July 7, 2025, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

4. COMPENSATION.

A Lump Sum for Consultant's services in the amount of **FIFTY-EIGHT THOUSAND THREE HUNDRED THIRTY-TWO AND NO/100 DOLLARS ($58,332.00)**, plus applicable sales tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to Spokane Solid Waste Disposal, Administrative Office, 2900 South Geiger Blvd, Spokane, Washington 99224. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

7. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant 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 Consultant does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

8. SOCIAL EQUITY REQUIREMENTS.

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

to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

9. INDEMNIFICATION.

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

10. INSURANCE.

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

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

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

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

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

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be

provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. DEBARMENT AND SUSPENSION.

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

12. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

13. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

14. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING.

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

16. CITY ETHICS CODE.

A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.

C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

17. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

18. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

19. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on

extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

20. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

21. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

22. 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.

23. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

24. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may

contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

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

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

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

J. Additional Provisions: This Agreement may be modified by additional terms and conditions (“Special Conditions”) which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

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

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party’s draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

KNIGHT CONST. & 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: Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's July 7, 2025 Proposal

25-169a

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

Construction with Integrity Since 1968
WA License #KNIGHCS281ON

KNIGHT Const. & Supply, Inc.

GENERAL CONTRACTORS
BUILDING SUPPLIES
Phone (509) 276-2229
Fax (509) 276-6055
2601 E 6th Street
DEER PARK, WA 99006

July 7, 2025

City of Spokane
Waste to Energy Facility
ATTN: Dave Paine & Greg Lafrenz
Address: 2900 S. Geiger Blvd,
Spokane, WA 99208

via email: dpaine@spokanecity.org glafrenz@spokanecity.org

Re: WTEF Bottom Ash Pan Design and Engineering

Dear Mr. Paine & Mr. Lafrenz
Knight Const. & Supply, Inc. (KCS) is pleased to submit this proposal to provide design and engineering services for a new 118' long bottom ash pan shell, liner, and shell support frame for the City of Spokane Waste-to-Energy Facility (WTEF). The proposed work includes creating a model based on original plant drawings, performing Finite Element Analysis (FEA), hand calculations, and delivering stamped design drawings in collaboration with MDS Engineering. The design will be compatible with the existing system while enhancing durability and ease of maintenance through the use of a Hardox liner.

Scope of Work
The following services and deliverables are included in this proposal:

- **Design and Engineering:**
  - Create a detailed model of the bottom ash pan using original plant drawings, closely replicating the current operational design.
  - Perform Finite Element Analysis (FEA) and hand calculations to verify structural integrity.
  - Develop design drawings for the new shell, liner, and shell support frame.
  - Collaborate with MDS Engineering to review and provide stamped design drawings.
- **Components**:
  - **Shell**: Design a new mild steel shell with a base thickness reduced by 3/8" to accommodate the liner, ensuring the total thickness (shell base + liner) matches the original design (see Figure 1).
  - **Liner**: Design a 3/8" thick Hardox material liner along the entire length of the bottom ash pan to enhance abrasion resistance (see Figure 2).
  - **Shell Support Frame**: Design a 118' long frame using C6x18 mild steel members to support the shell (see Figure 3).
- **Deliverables**:
  - Stamped engineered design drawings for the shaker pan shell, liner, and upper C6x18 channel frame components, modeled after the existing system.

LUMP SUM AMOUNT: **$58,332.00**

Clarifications:

- This proposal is provided with the understanding that bidding on this work does not prohibit KCS from being able to bid on the fabrication or installation of the design elements. If being awarded this design work prohibits KCS from being able to fabricate or install these design elements, KCS respectfully retracts this proposal.
- KCS will need 10 weeks, from the time of NTP, to complete the stamped design drawings, if KCS receives NTP within 8 weeks. If NTP comes after 8 weeks, our manpower availability may change and cause additional time needed. If NTP is received after 12/26/25, the price will be increased, due to increased labor rates.
- KCS provide stamped design drawings, with the expectation that the fabricator will provide their own shop/fabrication drawings.
- KCS to only design the new shaker pan shell, liner, and upper channel frame members.
- All components below the upper C6x18 frame members, including but not limited to the spring headers, springs, motors, lower frame members, new ash building components (impact wall, diverter chute, and counterweight), and concrete base will not be included in the design analysis and drawings provided.
- KCS to model the new design closely after what is currently in operation.
- This is a lump sum proposal.

Inclusions:

- Stamped engineered design drawings for the shaker pan shell, liner, and upper C6x18 channel frame components. Design to be modeled after what is currently installed on-site.

Exclusions:

- Any engineering or drawings on existing springs, spring headers, motors, the larger channel frame at the base, concrete base, or any other components below the upper C6x18 channel frame indicated in Figure 3 below.
- Any engineering or drawings on existing diverter chute, impact wall, and counterweight for the new ash building.
- Permits
- Any material procurement
- Any Fabrication
- Any on-site work
- Any inspections
- Any O&M manuals
- WA Sales tax

We appreciate the opportunity to provide a quote for this work. Please do not hesitate to contact me if you have any questions.

Sincerely,

KNIGHT CONST. & SUPPLY, INC.

Ryan Reed

Ryan Reed,
Field Operations Manager

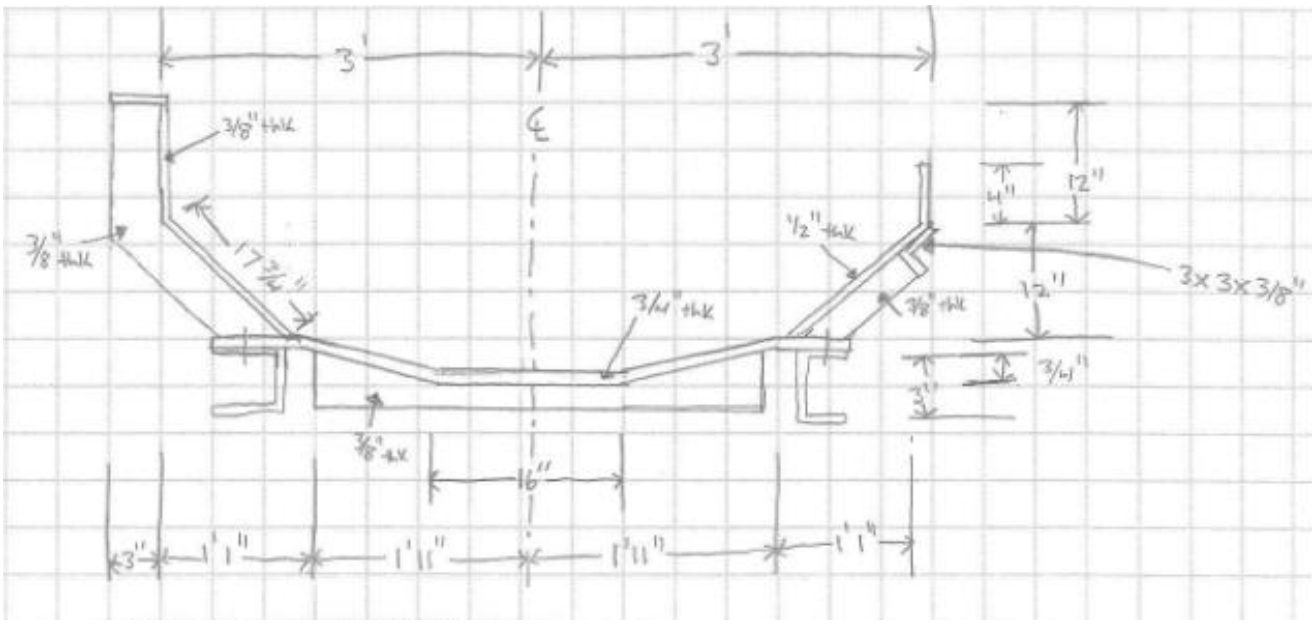


Figure 1: New Bottom Ash Pan Shell

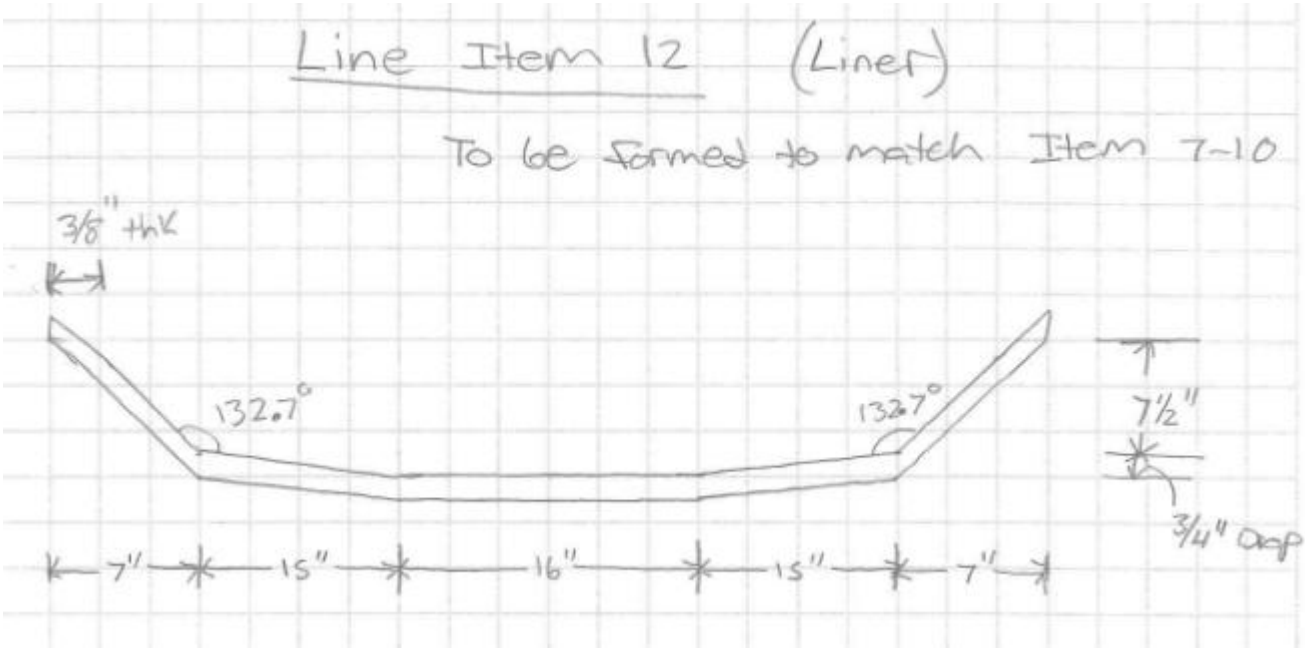


Figure 2: New Bottom Ash Pan Liner

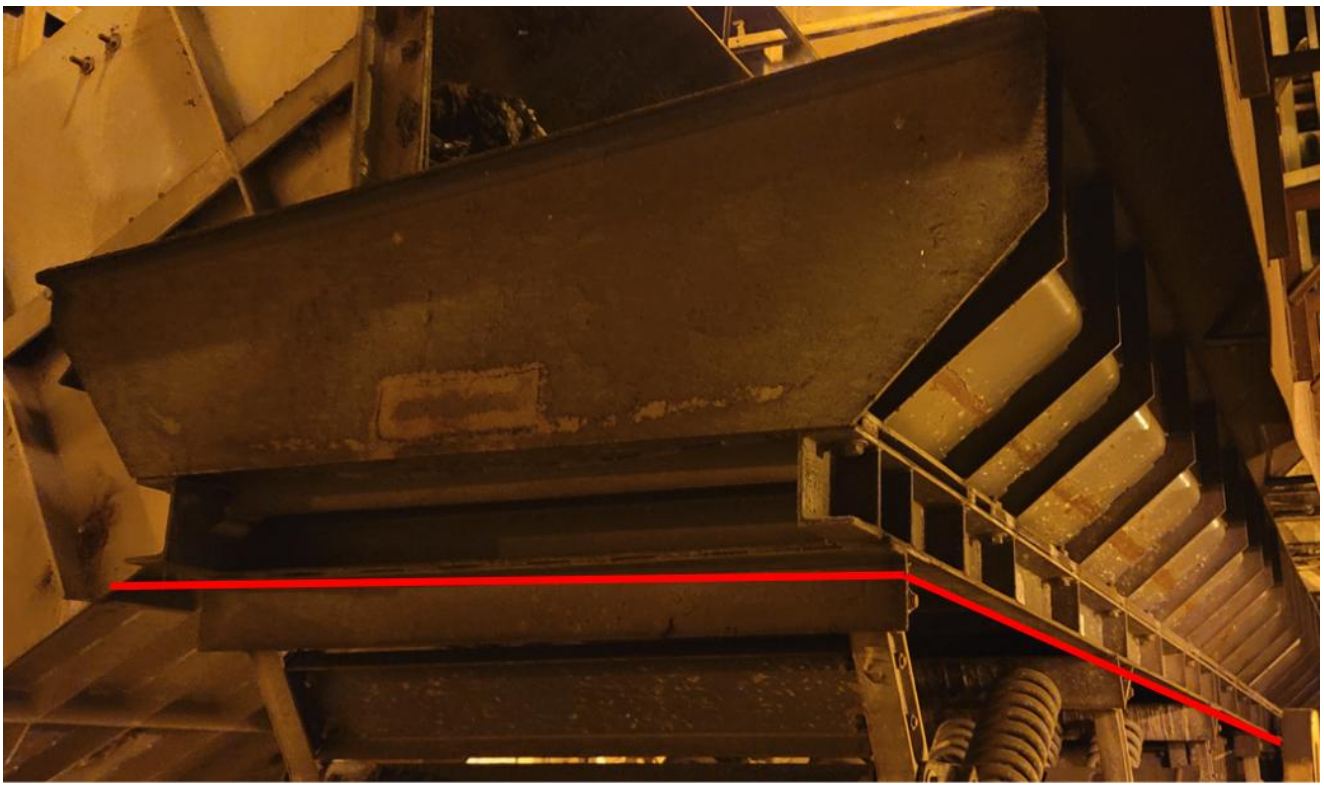


Figure 3: KCS to replace components above the red line (minus new Ash building components)

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-31-2026	Sep-21-2020
Millwood General Business - Non-Resident				Active	Jul-31-2026	Aug-10-2023
Minor Work Permit				Active	Jul-31-2026	Jul-21-1995
Spokane General Business - Non-Resident	T12001102BUS			Active	Jul-31-2026	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Jul-31-2026	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: 7/30/2025 10:16:03 AM

Contact us

How are we doing?
Take our survey!

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

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 13, 2025

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 2025 "Greater than 100 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	KNIGHCS281ON
License Expiration	08/22/2026

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).

KNIGCON-01 CLONGINOTTI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/13/2025

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	CONTACT NAME:	
Spokane Office Marsh McLennan Agency LLC 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	PHONE (A/C, No, Ext): (509) 838-3501	FAX (A/C, No): (866) 226-3738
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Knight Const. & Supply, Inc. 2601 E 6th St Deer Park, WA 99006	INSURER A : Cincinnati Insurance Company	10677
	INSURER B : Cincinnati Indemnity Company	23280
	INSURER C : Evanston Insurance Company	35378
	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						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	ENP 0587046	8/19/2024	8/19/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							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:						WA STOP GAP	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	ENP 0586986	8/19/2024	8/19/2025	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE			ENP 0587046	8/19/2024	8/19/2025	AGGREGATE	$ 1,000,000
	[ ] DED [X] RETENTION $ 0							$
	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	$
C	Pollution/Prof Liab.			MMAENV003866	8/19/2023	8/19/2025	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

City of Spokane is additional insured, on a primary/non-contributory basis, including waiver of subrogation, as per the attached forms.

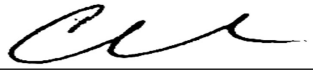
CERTIFICATE HOLDER

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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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:

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**
11. Broadened Notice Of Occurrence	**14**
12. Nonowned Aircraft	**14**
13. Bodily Injury Redefined	**15**
14. Expected Or Intended Injury Redefined	**15**
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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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 - 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 - 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. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "accident";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $2,500.

Provided the equipment, at the time of the "loss" is:

a. 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;

b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - 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 - 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 - 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.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

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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 $20 per day with $50 per day, and $600 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. Limit 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

(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".

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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", **1.c.** is deleted in its entirety and replaced by the following:

   c. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H.** "Insured contract", **2.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".

KNIGCON-01 CLONGINOTTI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/13/2025

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

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

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

CONTACT NAME:
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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	ENP 0587046	8/19/2025	8/19/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							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:						WA STOP GAP	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	ENP 0586986	8/19/2025	8/19/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE			ENP 0587046	8/19/2025	8/19/2026	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 0							$
	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	$
C	Pollution/Prof Liab.			MMAENV003866	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

City of Spokane is additional insured, on a primary/non-contributory basis, including waiver of subrogation, as per the attached forms.

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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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:

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**
11. Broadened Notice Of Occurrence	**14**
12. Nonowned Aircraft	**14**
13. Bodily Injury Redefined	**15**
14. Expected Or Intended Injury Redefined	**15**
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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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 - 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 - 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. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "accident";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $2,500.

Provided the equipment, at the time of the "loss" is:

a. 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;

b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - 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 - 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 - 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.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

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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 $20 per day with $50 per day, and $600 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. Limit 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

(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".

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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", **1.c.** is deleted in its entirety and replaced by the following:

   c. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H.** "Insured contract", **2.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".

Agenda Sheet for City Council:

Committee: PIES **Date:** 08/18/2025

Committee Agenda type: Consent

Council Meeting Date: 09/15/2025

Date Rec'd	8/12/2025		
Clerk's File #	OPR 2024-0927		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	RFQ 6237-24
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	CR 27794
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CONTRACT FOR THE TRANSPORTATION OF LANDFILL TOPSOIL		

Agenda Wording

Contract renewal 1 of 2 with Action Materials (Spokane, WA), for transportation of topsoil to the Northside Landfill from Nov. 15, 2025 through Nov. 14, 2026 and a total cost not to exceed $65,000.00, plus tax.

Summary (Background)

The City's Northside Landfill requires topsoil for use as cover material for the active cell. American Recycling has a large amount of soil that can be used for this purpose. It would be obtained at no cost, but Solid Waste Disposal would need to haul the soil. RFQ 6237-25 was issued for this service and Action Materials was the low cost bidder. This will be the first of two allowed renewals to the initial contract award.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

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

Narrative

This is an operating supply/contractual services expense that is planned for annually in the Solid Waste Disposal Landfill budget.

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	Recurring

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	SCOTT, ALEXANDER		

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
1 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 first 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, 2025 and shall run through November 14, 2026.

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, 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

25-170

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)

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
	11/15/2024 to 11/14/2025	11/15/2025 to 11/14/2026
	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 -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.	$14.25	$14.25

Action Materials Mr. Caleb Rogne caleb@actionmaterials.net 509 993 4936 DocuSign Point of Contact Name: Caleb Rogne Email: Caleb@actionmaterials.net Phone (509)919-2025	Base Year Pricing Per was per Action Material RFQ 6237-24 Response.	NAME:	Mr. Caleb Rogne
		SIGNATURE:	
		DATE:	7/29/2025

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-31-2026	Feb-02-2022
Cheney General Business - Non-Resident	BUS2010-424			Active	Mar-31-2026	Jan-14-2019
Minor Work Permit				Active	Mar-31-2026	Apr-06-2015
Spokane General Business - Non-Resident	T13084847BUS			Active	Mar-31-2026	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Mar-31-2026	Jun-11-2010
Yakima General Business - Non-Resident				Active	Mar-31-2026	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: 7/30/2025 12:26:38 PM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?

Check if your browser is supported

Client#: 1925162 ACTIOMAT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/05/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jordynn Crouse	
USI Insurance Services NW CL 601 Union Street, Suite 1000 Seattle, WA 98101	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 CLAIMS-MADE X OCCUR X PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	25CPS08767	03/04/2025	03/04/2026	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 $15,000 $1,000,000 $2,000,000 $2,000,000 $1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	25CAS08767	03/04/2025	03/04/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000	X	X	25CLU08767	03/04/2025	03/04/2026	EACH OCCURRENCE AGGREGATE	$4,000,000 $4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Leased/Rented Equ			25CIA08767	03/04/2025	03/04/2026	$550,000 Limit / $10k D	
B	Pollution Liab			EGL0012781	03/04/2025	03/04/2026	$2,000,000 Limit /$5k D	
A	Install Floater			25CIA08767	03/04/2025	03/04/2026	$25,000Jobsite / $2.5kD	

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 insuring form attached.

CERTIFICATE HOLDER

City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201-3343

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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Client#: 1925162 ACTIOMAT

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USI Insurance Services NW CL 601 Union Street, Suite 1000 Seattle, WA 98101	PHONE (A/C, No, Ext): 509-606-0245	FAX (A/C, No): 610-362-8530
	E-MAIL ADDRESS: Jordynn.Crouse@usi.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Action Materials Inc PO Box 19425 Spokane, WA 99219	INSURER A : Alaska National Insurance Company	38733
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	INSURER C :	
	INSURER D :	
	INSURER E :	
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A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	25CPS08767	03/04/2025	03/04/2026	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 $15,000 $1,000,000 $2,000,000 $2,000,000 $1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	25CAS08767	03/04/2025	03/04/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000	X	X	25CLU08767	03/04/2025	03/04/2026	EACH OCCURRENCE AGGREGATE	$4,000,000 $4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Spokane is listed as Additional Insured on a primary and non-contributory basis. Waiver of Subrogation applies.

CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Fall Blvd.
Spokane, WA 99201-3343

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Gary D. Patterson

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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 CLAIMS-MADE X OCCUR X PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	25CPS08767	03/04/2025	03/04/2026	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 $15,000 $1,000,000 $2,000,000 $2,000,000 $1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	25CAS08767	03/04/2025	03/04/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000	X	X	25CLU08767	03/04/2025	03/04/2026	EACH OCCURRENCE AGGREGATE	$4,000,000 $4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Leased/Rented Equ			25CIA08767	03/04/2025	03/04/2026	$550,000 Limit / $10k D	
B	Pollution Liab			EGL0012781	03/04/2025	03/04/2026	$2,000,000 Limit /$5k D	
A	Install Floater			25CIA08767	03/04/2025	03/04/2026	$25,000Jobsite / $2.5kD	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Spokane is named an additional insured on the general liability policy. Waiver of Subrogation applies.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gary D. Patterson

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Client#: 1925162 ACTIOMAT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/05/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jordynn Crouse	
USI Insurance Services NW CL 601 Union Street, Suite 1000 Seattle, WA 98101	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:**

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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 CLAIMS-MADE X OCCUR X PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	25CPS08767	03/04/2025	03/04/2026	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 $15,000 $1,000,000 $2,000,000 $2,000,000 $1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	25CAS08767	03/04/2025	03/04/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000	X	X	25CLU08767	03/04/2025	03/04/2026	EACH OCCURRENCE AGGREGATE	$4,000,000 $4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Leased/Rented Equ			25CIA08767	03/04/2025	03/04/2026	$550,000 Limit / $10k D	
B	Pollution Liab			EGL0012781	03/04/2025	03/04/2026	$2,000,000 Limit /$5k D	
A	Install Floater			25CIA08767	03/04/2025	03/04/2026	$25,000Jobsite / $2.5kD	

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

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to City of Spokane its officers and employees. only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability policy contains a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability and Automobile Liability (See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Gary D. Patterson

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DESCRIPTIONS (Continued from Page 1)

policies includes a Waiver of Subrogation endorsement in favor of the additional insureds as referenced above. Per Project Aggregate applies to General Liability policy per the attached endorsement

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).

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2025

Committee Agenda type: Consent

Council Meeting Date: 09/15/2025

Date Rec'd	8/14/2025		
Clerk's File #	OPR 2019-0586		
Cross Ref #	OPR 2024-0710		
Project #			
Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	
Contact Name/Phone	CYLAS 625.6494	**Requisition #**	CR27814
Contact E-Mail	CENGELAND@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	STRUCTURED COMMUNICATIONS NUTANIX RENEWAL		

Agenda Wording

Contract renewal with Structured communications for Nutanix Acropolis Hardware Support license Utilizing GSA Contract # 47QSWA18D008F for a total cost of $56,712.76 plus applicable sales tax

Summary (Background)

Nutanix Acropolis license and Hardware Support renewal. Nutanix is the server hardware platform for 273 virtual servers. Renewal includes one year of licensing, maintenance, and support for the Nutanix environment for both our primary Datacenter at the Combined Communication Building and our secondary Datacenter at City Hall.

What impacts would the proposal have on historically excluded communities?

NA, license replacement

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

NA, license replacement

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

NA, license replacement

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?

NA, license replacement

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** $56,712.76
Current Year Cost	**$** $56,712.76
Subsequent Year(s) Cost	**$** na

Narrative

Amount		**Budget Account**
Expense	**$** $56,712.76	**#** 5300 73500 18850 54804
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	MARTINEZ, LAZ	**PURCHASING**	WAHL, CONNIE
Division Director			
Accounting Manager	BAIRD, CHRISTI		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Casey Richmond; crichmond@structured.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

City Clerk's No. OPR 2019-0586

City of Spokane

CONTRACT RENEWAL

Title: **NUTANIX HYPERCONVERGED SERVER/STORAGE INFRASTRUCTURE PURCHASE AND ANNUAL SUPPORT**

This Contract Renewal without additional cost is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **STRUCTURED COMMUNICATION SYSTEMS, INC.**, whose address is 12901 SE 97th Avenue, Suite 400, Clackamas, Oregon 97102, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed provide the City with a Nutanix Hyperconverged Server/Storage Infrastructure purchase and five (5) year's annual support; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal Document.

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

1. CONTRACT DOCUMENTS.
The Contract, dated August 28, 2019 and August 30, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Renewal shall become effective on October 13, 2025 and shall run through October 12, 2026.

3. COMPENSATION.
The City shall pay an estimated amount not to exceed **FIFTY-SIX THOUSAND SEVEN HUNDRED TWELVE AND 76/100 DOLLARS** (**$56,712.76**), plus applicable tax, for everything furnished and done under this Contract Renewal, in accordance with Company's Quote No. 202501-106315. 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.

STRUCTURED COMMUNICATION SYSTEMS, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment
Company's Renewal Quote

25-176

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)

Quote # 202501-106415_City of Spokane_Nutanix Renewal_2025

Quote Expires On: 10/12/2025

Company Name: City of Spokane
Contact: Dan Williams
Email: dwilliams@spokanecity.org
Phone: 509.625.6460

Account Executive: Craig Schurter
23403 East Mission Ave., Suite 223 Liberty Lake, WA 99019 - 509.926.3601
Toll Free 800.881.0962 - Order Fax 888.729.0997



Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
		City of Spokane - Nutanix Renewal 2025-2026 **Pricing per GSA Contract # 47QSWA18D008F, with Additional Discounting**							
		Maintenanne Renewal					**$712,632.00**		**$56,712.76**
		GRAND TOTAL:					**$712,632.00**		**$56,712.76**

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
	Solution Line Item Detail:								
	Maintenanne Renewal								
1	***R-SW-AOS-ULT-PRD***	Subscription Renewal, Acropolis (AOS) Ultimate Software License & Production Software Support Service	19SW000111025	10/13/2025	10/12/2026	1	$169,184.00	$0.00	$0.00
2	***R-L-CORES-ULT-PRD***	Subscription Renewal, Acropolis (AOS) Ultimate Software License & Production Software Support Service for 1 CPU core	LIC-00791476	10/13/2025	10/12/2026	144	$3,259.00	$323.04	$46,517.76
3	***R-L-FLASHTiB-ULT-PRD***	Subscription Renewal, Acropolis (AOS) Ultimate Software License & Production Software Support Service for 1 TiB of flash	LIC-00791477	10/13/2025	10/12/2026	56	$967.00	$43.75	$2,450.00
4	***RS-HW-PRD-T4***	24/7 Production Level HW Renewal Support for Nutanix appliance - For Tier 4 product for 1 year. Platform: NX-8155-G7-HY	19SM5A410359 19SM5A410335 19SM5A410346 19SM5A410358	10/13/2025	10/12/2026	4	$5,000.00	$1,936.25	$7,745.00
		Subtotal							**$56,712.76**

Prepared by: **Josh Allen**

Please contact the person listed above at Structured for any questions regarding this quotation.

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price

Notes:

1. Client acknowledges and agrees that the by signing this quotation, issuing a purchase order referencing this quotation, or otherwise accessing or utilizing the solution outlined in this quotation that the Structured Communication Systems, Inc. Standard Terms and Conditions, which can be found at http://www.structured.com/terms/, apply to this and all quotations. Further, the Client acknowledges and agrees that the use, title, interest, rights and warranties associated with the solution outlined in this quotation are governed by the applicable manufacturer end-user license agreement, software license agreement, subscription agreement, warranty terms and/or maintenance/support contract.

2. Prices do not include shipping charges. All shipping charges are FOB origin and will be added at time of invoice. Prices do not include Sales Tax. Sales tax rates are an estimate and are subject to change. Rates are dictated by the state into which the solution is being shipped. Freight may be taxable, depending upon state regulations. Please note that pricing outlined in this quotation does not include tariffs or any other international or national tax or duty (if any) that may be levied against some or all of the products by the applicable manufacturer at the time of procurement by Structured for the benefit of the Client. As such, any such tariffs, taxes or duties are the sole responsibility of the Client and will be passed through by Structured to the Client at the time of invoicing.
3. Net 20 day terms are available with approved credit. Structured will accept pre-payment or Visa/MasterCard without approved credit; please note that all credit card transaction will also incur a three percent (3%) transaction fee. All quotes and proposals are calculated using US Dollars.
4. Quotes are valid for 30 days. Structured reserves the right to adjust prices at any time according to manufacturer price changes or material changes in circumstances that affect the scope of services proposed herein. In the event that the expiration date has been exceeded, please contact your Account Representative for an updated quote.
5. **Remit To Address:** 9200 SE Sunnybrook Blvd., Suite 300, Clackamas OR, 97015

This quotation contains information that is privileged and confidential. The information contained in this quotation is intended only for use of the person to whom it is addressed. If the reader of this quotation is not (1) the intended recipient or (2) the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

WHEN PLACING YOUR ORDER, PLEASE FAX OR EMAIL TO: 888-729-0997 or orders@structured.com

Please fill out all of the below information to ensure that your order is processed as efficiently as possible.

Signature: _____ **Date:** _____

	Shipping Address:	**Billing Address:**
Street:		
City, ST Zip:		
Contact:		
Phone:		
Email:		

Preferred Shipping Method: **Ground**_____ **2nd Day**_____ **Overnight**_____

Date Needed:

Customer Reference / Purchase Order Number:_____

Bridging People, Business & Technology

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/7/2025

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.

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PRODUCER
(OR) Heffernan Insurance Brokers
5100 S Macadam Ave., Suite 440
Portland OR 97239

License#: 0564249

CONTACT NAME:
PHONE (A/C, No, Ext): 503-226-1320 **FAX (A/C, No):** 503-226-1478
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Massachusetts Bay Insurance Company	22306
INSURER B : Allmerica Financial Benefit Insurance Company	41840
INSURER C : Hanover Insurance Company	22292
INSURER D : The Hanover Insurance Company	22292
INSURER E : Philadelphia Indemnity Insurance Company	18058
INSURER F : Hiscox Insurance Company Inc.	10200

INSURED
STRUCOM-01
Structured Communication Systems, Inc.
9200 SE Sunnybrook Blvd., Ste 300
Clackamas OR 97015

COVERAGES **CERTIFICATE NUMBER:** 856554952 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X WA STOP GAP X $1MM/$1MM/$1MM GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	ZD2J26951302	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY		Y	AW2J26960802	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 0			UH2J26951702	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE 	$ 8,000,000 $ 8,000,000 $
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		W22 J216591 03 WM2 J269540 02	1/1/2025 1/1/2025	1/1/2026 1/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D E F	Tech E&O and Cyber Excess Tech E&O $5M XS $5M Employee Theft			LH2 J269582 02 PHSD1845631-003 UC2469029724	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	Aggregate Limit Aggregate Limit Limit	$5,000,000 $5,000,000 $1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excluded Individual, Worker's Compensation Policy #W22J21659103: Ronald Fowler
RE: As per contract or agreement on file with insured. The City of Spokane, its agents, officers and employees are included as an additional insured (primary and non-contributory) on the General Liability policy per the attached endorsement, if required. Waiver of Subrogation is included on the General Liability and Auto Liability policies per the attached endorsement, if required.

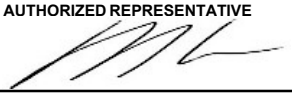
CERTIFICATE HOLDER

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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14. **AUTO LOAN PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest , any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. **AUTO LEASE PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1**. or **2**. and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. **DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss**:

d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:

(1) You, if you are an individual;
(2) Any partner or insurance manager if you are a partnership; or
(3) An executive officer or insurance manager if you are a corporation.

17. **BLANKET WAIVER OF SUBROGATION**

Paragraph **5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

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5. **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

18. **UNINTENTIONAL FAILURE TO DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

19. **HIRED AUTO - WORLDWIDE COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph **7. Policy Period, Coverage Territory** provision:

e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. **MENTAL ANGUISH**

Paragraph **C. "Bodily injury", SECTION V - DEFINITIONS** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

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

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

1. Additional Insured by Contract, Agreement or Permit

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

Additional Insured by Contract, Agreement or Permit

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

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

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

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

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

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

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

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

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

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

c. This provision does not apply:

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

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

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

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

(4) To any:

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

(b) Managers or lessors of premises if:

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

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

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

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

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

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

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

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

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

2. Additional Insured – Primary and Non-Contributory

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

Additional Insured – Primary and Non-Contributory

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

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

a. Primary Insurance

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

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

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

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

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

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

b. Excess Insurance

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

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

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

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

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

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

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

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

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

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

c. Method Of Sharing

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

3. Blanket Waiver of Subrogation

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

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

4. Bodily Injury Redefined

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

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

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

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

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

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

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

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

a. worked on; or

b. used in your manufacturing process.

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

6. Knowledge of Occurrence

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

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

7. Liberalization Clause

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

Liberalization Clause

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

8. Medical Payments – Extended Reporting Period

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

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

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

9. Newly Acquired Or Formed Organizations

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

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

10. Non-Owned Watercraft

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

g. Aircraft, Auto Or Watercraft

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

(a) Less than 51 feet long; and

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

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

11. Supplementary Payments Increased Limits

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

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

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

12. Unintentional Failure to Disclose Hazards

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

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

13. Unintentional Failure to Notify

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

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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License Information:

New search Back to results

Entity name: STRUCTURED COMMUNICATION SYSTEMS, INC.

Business name: STRUCTURED COMMUNICATION SYSTEMS INC

Entity type: Profit Corporation

UBI #: 601-478-854

Business ID: 001

Location ID: 0003

Location: Active

Location address:
9200 SE SUNNYBROOK BLVD
STE 300
CLACKAMAS OR 97015-5765

Mailing address:
9200 SE SUNNYBROOK BLVD
STE 300
CLACKAMAS OR 97015-5765

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 dat
Bainbridge Island General Business - Non-Resident				Active	Dec-31-2025	Feb-12-2020
Castle Rock General Business - Non-Resident	888.0			Active	Dec-31-2025	May-08-2019
Spokane General Business - Non-Resident	T12088451BUS			Active	Dec-31-2025	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
FOWLER, RONALD	

Registered Trade Names

Registered trade names	Status	First issued
STRUCTURED COMMUNICATION SYSTEMS, INC.	Active	Jan-25-2008

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 1/29/2025 10:55:25 AM

Contact us

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Check if your browser is supported

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2025

Committee Agenda type: Consent

Council Meeting Date: 09/15/2025

Date Rec'd	8/15/2025		
Clerk's File #	OPR 2024-0710		
Cross Ref #	OPR 2019-0586		
Project #			
Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	
Contact Name/Phone	CYLAS X6494	**Requisition #**	CR27815
Contact E-Mail	CENGELAND@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	STRUCTURED VMWARE RENEWAL		

Agenda Wording

Contract renewal with Structured communications VMware - vSphere Foundation 8 Subscription Utilizing GSA Contract # 47QSWA18D008F for a total cost of $54,028.80 plus applicable sales tax

Summary (Background)

VMware - vSphere Foundation 8 Subscription renewal. VMware is the server virtualization platform for 273 virtual servers. Renewal includes one year of licensing, maintenance, and support for the VMware environment for both our primary Datacenter at the Combined Communication Building and our secondary

What impacts would the proposal have on historically excluded communities?

NA, license replacement

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

NA, license replacement

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

NA, license replacement

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?

NA, license replacement

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** $54,028.80
Current Year Cost	**$** $54,028.80
Subsequent Year(s) Cost	**$** NA

Narrative

Amount		**Budget Account**
Expense	**$** $54,028.80	**#** 5300 73500 18850 54820
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	One-Time

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

NA, license replacement

Approvals		**Additional Approvals**	
Dept Head	MARTINEZ, LAZ	**PURCHASING**	WAHL, CONNIE
Division Director			
Accounting Manager	BAIRD, CHRISTI		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Casey Richmond; crichmond@structured.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

City Clerk's No. OPR 2024-0710

CITY OF SPOKANE

CONTRACT RENEWAL

VMware – vSphere Foundation 8 Subscriptions

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **STRUCTURED COMMUNICATION SYSTEMS, INC.**, whose address is 9200 SE Sunnybrook Blvd., Suite 300, Clackamas, Oregon 97015, 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 VMware – vSphere Foundation 8 Subscriptions; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal Document.

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

1. CONTRACT DOCUMENTS.
The Contract, dated August 25, 2024 and August 26, 2024, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. TERM.
This Contract Renewal shall become effective on October 13, 2025, and end on October 12, 2026, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION.
The City shall pay an estimated amount not to exceed **FIFTY-FOUR THOUSAND TWENTY-EIGHT AND 80/100 DOLLARS** (**$54,028.80**), plus applicable tax, for everything furnished and done under this Contract Renewal, in accordance with Company's Quote No. 202507-110307. 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.

STRUCTURED COMMUNICATION SYSTEMS, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:
Certificate Regarding Debarment
Company's Quote No. 202507-110307

25-179

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)

Quote # 202507-110307_City of Spokane_VMware Renewal_2025

Quote Expires On: 8/1/2025

Company Name: City of Spokane
Contact: Michael Sloon
Email: msloon@spokanecity.org
Phone: 509.625.6460

Account Executive: Craig Schurter
23403 East Mission Ave., Suite 216 - Spokane, WA 99019 - 509.926.3601
Toll Free 800.881.0962 - Order Fax 888.729.0997



City of Spokane- Broadcom/VMware vSphere Foundation 8 Renewal 2025-2026

Priced per GSA Schedule No: 47QSWA18D008F

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
1	VCF-VSP-FND-1Y	VMware vSphere Foundation 8- for 1 year		10/23/2025	10/22/2026	288	$190.00	$187.60	$54,028.80
		Total:							**$54,028.80**

Prepared by: Josh Allen

Please contact the person listed above at Structured for any questions regarding this quotation.

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price

Terms:

CUSTOMER acknowledges and agrees that the use of the solution outlined in this quotation is governed by: (a) either (i) the Broadcom terms and conditions published at https://www.broadcom.com/licensing, or (ii) the fully executed agreement by and between the End User and an applicable Broadcom entity governing the CA, Symantec, or VMware branded offerings ordered in this Order (provided that any terms that purport to protect any future pricing between the parties and any purported rights to host Broadcom Offerings on the behalf of an unrelated third party shall be deemed null and void for purposes of this Order), (b) the Specific Program Documentation (the "SPD"), or Product Use Rights (the "PUR"), and/or SaaS Listing applicable to the Broadcom Software, SaaS and Maintenance located at https:// www.broadcom.com/licensing, and (c) the additional terms hereon (collectively, the "End User Terms"),

CA, Inc. is the successor in interest for all Symantec or VMware product families which are available from the Broadcom selling entity quoting such offerings in the United States. CA Programas de Computador, Part e Serv Ltda. is the successor in interest for all Symantec or VMware product families which are available from the Broadcom selling entity quoting such offerings in Brazil. VMware International Unlimited Company is the successor in interest for all Symantec or CA product families which are available from the Broadcom selling entity quoting such offerings anywhere else in the world.

PAYMENT : Failure to timely remit payment of all amounts set forth in the payment schedule after written notice by Structured and a reasonable opportunity to remit such payment by the City of Valdez, to the maximum extent permitted by applicable law, relieve Structured and/or Broadcom of any and all support obligations hereunder until payment is tendered at which time use rights shall recommence.

ASSIGNMENT: Neither Party shall assign the End User Terms or any of its rights or delegate any of its duties under the End User Terms, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that Broadcom shall have the right to assign the End User Terms or any of its rights or delegate any of its duties under the Agreement at any time to any Broadcom Affiliate(s), or to a successor in interest of all or substantially all of the business to which the End User Terms relate. Subject to the foregoing, the End User Terms will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void. “Affiliate” shall mean any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.

MIGRATION: End User understands that Broadcom may migrate a previously licensed software (the "Original Product(s)") to a new software product (the "Migrated Product(s)"). It is the End User’s responsibility to understand which products herein may be migrated products. Any migrated products are provided in consideration of Original Product(s) being terminated. End User shall cease using and de-install the Original Product(s) following a transition period not to exceed ninety (90) days, as of the date of receipt of the Migrated Product(s); The Migrated Product(s) are subject to the Agreement, the Specific Program Documentation (the “SPD”) applicable to the Broadcom Software and Maintenance, located at Broadcom’s website address at https://www.broadcom.com/licensingand this transaction document including all financial obligations relating to the Original Product(s) which remain valid and enforceable and are applicable to the Migrated Product(s). Prior to signature of this Order, End User should ensure it understands the migration for the products licensed herein. Execution of this order shall constitute acceptance of such migration and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Migration path for licensed products can be obtained at https://www.broadcom.com/docs/product-migration.

SOFTWARE SUPPORT AVAILABILITY: End User understands that Broadcom may either (i) stabilize software in which no future enhancements, versions, releases, development, or service packs are planned, or (ii) the software may be end of life or a particular version is end of service in which Broadcom will no longer provide (a) operational or technical support and (b) develop and provide new enhancements, features, upgrades, service packs, and fixes for the software offering (the “Software Support Availability”). Prior to acceptance of this Order, End User should ensure it understands the support for the products licensed herein. Acceptance of this order shall constitute acceptance of such support and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Software Support Availability for licensed products can be obtained at https://www.broadcom.com/docs/end-of-support.

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price

PERSONAL DATA: End User acknowledges and agrees that Broadcom will process Personal Data as part of the provision of the Broadcom Offerings in accordance with Broadcom's Privacy Policy located at:https:// www.broadcom.com/company/legal/privacy. End User hereby authorizes Broadcom to make necessary transfers of Personal Data and that any Broadcom Affiliates and subcontractors may process such Personal Data for the purposes of providing the Broadcom Offering contemplated under the End User Terms. Broadcom complies with the provisions of the General Data Protection Regulation ("GDPR"), and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, with respect to such transfers. Where Broadcom is a processor for End User under the GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, Broadcom's processing shall be subject to and in accordance with Broadcom's global Data Processing Addendum ("DPA"), including the relevant Standard Contracting Clauses ("SCC") located at: https://www.broadcom.com/company/legal/privacy/data-transfersfor international data transfer incorporated therein. End User has been advised that during the term of this Order Broadcom will collect Personal Data and process it as a Controller pursuant to the Privacy Policy and to the extent permitted by GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation.

Notes:

1. Client acknowledges and agrees that the by signing this quotation, issuing a purchase order referencing this quotation, or otherwise accessing or utilizing the solution outlined in this quotation that the Structured Communication Systems, Inc. Standard Terms and Conditions, which can be found at http://www.structured.com/terms/, apply to this and all quotations. Further, the Client acknowledges and agrees that the use, title, interest, rights and warranties associated with the solution outlined in this quotation are governed by the applicable manufacturer end-user license agreement, software license agreement, subscription agreement, warranty terms and/or maintenance/support contract.

2. Prices do not include shipping charges. All shipping charges are FOB origin and will be added at time of invoice. Prices do not include Sales Tax. Sales tax rates are an estimate and are subject to change. Rates are dictated by the state into which the solution is being shipped. Freight may be taxable, depending upon state regulations. Please note that pricing outlined in this quotation does not include tariffs or any other international or national tax or duty (if any) that may be levied against some or all of the products by the applicable manufacturer at the time of procurement by Structured for the benefit of the Client. As such, any such tariffs, taxes or duties are the sole responsibility of the Client and will be passed through by Structured to the Client at the time of invoicing.
3. Net 20 day terms are available with approved credit. Structured will accept pre-payment or Visa/MasterCard without approved credit; please note that all credit card transaction will also incur a three percent (3%) transaction fee. All quotes and proposals are calculated using US Dollars.
4. Quotes are valid for 30 days. Structured reserves the right to adjust prices at any time according to manufacturer price changes or material changes in circumstances that affect the scope of services proposed herein. In the event that the expiration date has been exceeded, please contact your Account Representative for an updated quote.

5. **Remit To Address:** 9200 SE Sunnybrook Blvd., Suite 300, Clackamas OR, 97015

This quotation contains information that is privileged and confidential. The information contained in this quotation is intended only for use of the person to whom it is addressed. If the reader of this quotation is not (1) the intended recipient or (2) the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

WHEN PLACING YOUR ORDER, PLEASE FAX OR EMAIL TO: 888-729-0997 or orders@structured.com

Please fill out all of the below information to ensure that your order is processed as efficiently as possible.

Signature: _____ **Date:** _____

	Shipping Address:	**Billing Address:**
Street:		
City, ST Zip:		
Contact:		
Phone:		
Email:		

Preferred Shipping Method: **Ground**_____ **2nd Day**_____ **Overnight**_____

Date Needed:

Customer Reference / Purchase Order Number:_____

Bridging People, Business & Technology

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/7/2025

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
(OR) Heffernan Insurance Brokers
5100 S Macadam Ave., Suite 440
Portland OR 97239

License#: 0564249

CONTACT NAME:
PHONE (A/C, No, Ext): 503-226-1320 **FAX (A/C, No):** 503-226-1478
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Massachusetts Bay Insurance Company	22306
INSURER B : Allmerica Financial Benefit Insurance Company	41840
INSURER C : Hanover Insurance Company	22292
INSURER D : The Hanover Insurance Company	22292
INSURER E : Philadelphia Indemnity Insurance Company	18058
INSURER F : Hiscox Insurance Company Inc.	10200

INSURED
STRUCOM-01
Structured Communication Systems, Inc.
9200 SE Sunnybrook Blvd., Ste 300
Clackamas OR 97015

COVERAGES **CERTIFICATE NUMBER:** 856554952 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X WA STOP GAP X $1MM/$1MM/$1MM GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	ZD2J26951302	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY		Y	AW2J26960802	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 0			UH2J26951702	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE 	$ 8,000,000 $ 8,000,000 $
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		W22 J216591 03 WM2 J269540 02	1/1/2025 1/1/2025	1/1/2026 1/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D E F	Tech E&O and Cyber Excess Tech E&O $5M XS $5M Employee Theft			LH2 J269582 02 PHSD1845631-003 UC2469029724	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	Aggregate Limit Aggregate Limit Limit	$5,000,000 $5,000,000 $1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excluded Individual, Worker's Compensation Policy #W22J21659103: Ronald Fowler
RE: As per contract or agreement on file with insured. The City of Spokane, its agents, officers and employees are included as an additional insured (primary and non-contributory) on the General Liability policy per the attached endorsement, if required. Waiver of Subrogation is included on the General Liability and Auto Liability policies per the attached endorsement, if required.

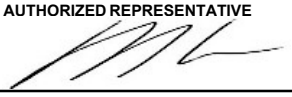
CERTIFICATE HOLDER

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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14. **AUTO LOAN PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest , any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. **AUTO LEASE PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1**. or **2**. and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. **DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss**:

d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:

(1) You, if you are an individual;
(2) Any partner or insurance manager if you are a partnership; or
(3) An executive officer or insurance manager if you are a corporation.

17. **BLANKET WAIVER OF SUBROGATION**

Paragraph **5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

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5. **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

18. **UNINTENTIONAL FAILURE TO DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

19. **HIRED AUTO - WORLDWIDE COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph **7. Policy Period, Coverage Territory** provision:

e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. **MENTAL ANGUISH**

Paragraph **C. "Bodily injury", SECTION V - DEFINITIONS** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

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

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

1. Additional Insured by Contract, Agreement or Permit

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

Additional Insured by Contract, Agreement or Permit

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

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

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

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

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

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

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

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

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

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

c. This provision does not apply:

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

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

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

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

(4) To any:

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

(b) Managers or lessors of premises if:

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

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

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

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

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

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

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

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

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

2. Additional Insured – Primary and Non-Contributory

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

Additional Insured – Primary and Non-Contributory

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

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

a. Primary Insurance

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

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

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

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

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

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

b. Excess Insurance

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

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

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

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

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

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

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

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

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

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

c. Method Of Sharing

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

3. Blanket Waiver of Subrogation

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

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

4. Bodily Injury Redefined

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

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

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

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

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

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

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

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

a. worked on; or

b. used in your manufacturing process.

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

6. Knowledge of Occurrence

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

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

7. Liberalization Clause

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

Liberalization Clause

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

8. Medical Payments – Extended Reporting Period

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

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

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

9. Newly Acquired Or Formed Organizations

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

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

10. Non-Owned Watercraft

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

g. Aircraft, Auto Or Watercraft

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

(a) Less than 51 feet long; and

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

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

11. Supplementary Payments Increased Limits

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

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

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

12. Unintentional Failure to Disclose Hazards

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

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

13. Unintentional Failure to Notify

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

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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License Information:

New search Back to results

Entity name: STRUCTURED COMMUNICATION SYSTEMS, INC.

Business name: STRUCTURED COMMUNICATION SYSTEMS INC

Entity type: Profit Corporation

UBI #: 601-478-854

Business ID: 001

Location ID: 0003

Location: Active

Location address:
9200 SE SUNNYBROOK BLVD
STE 300
CLACKAMAS OR 97015-5765

Mailing address:
9200 SE SUNNYBROOK BLVD
STE 300
CLACKAMAS OR 97015-5765

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 dat
Bainbridge Island General Business - Non-Resident				Active	Dec-31-2025	Feb-12-2020
Castle Rock General Business - Non-Resident	888.0			Active	Dec-31-2025	May-08-2019
Spokane General Business - Non-Resident	T12088451BUS			Active	Dec-31-2025	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
FOWLER, RONALD	

Registered Trade Names

Registered trade names	Status	First issued
STRUCTURED COMMUNICATION SYSTEMS, INC.	Active	Jan-25-2008

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 1/29/2025 10:55:25 AM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 07/21/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/16/2025
Clerk's File #	RES 2025-0059
Cross Ref #	LGL 2023-0029
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	MARLENE FEIST 509-625-6505
Contact E-Mail	MFEIST@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	KKLITZKE BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	5200 - PUBLIC RULE UPDATE TO WATER/WASTEWATER GFC'S

Agenda Wording

Public Rule 5200-23-01 update to General Facility Charges (GFCs) relating to Affordable Housing

Summary (Background)

With this resolution, Council would adopt an update to Public Rule 5200-23-01 that clarify Water and Wastewater General Facilities Charges (GFCS) - Incentives, Waivers & Offsets, specifically around affordable housing. The update to the public rule is needed to accomplish several things: 1. It removes reference to an offset of GFCs for accessory dwelling units, as that section expired at the end of 2024. 2. It adds language for "permissive waivers" as allowed by the Legislature's passage of ESB 5662, which will be enacted and effective July 27, 2025, and codified in RCW 35.92.385. This public rule declares that it is the policy of the City to not waive or offset GFCs with a non-utility funding source to pay the GFC. However, the new permissive waiver allows for a waiver of some GFC charges without a specific non-utility funding source in return for a 50-year covenant to limit sales or leases to low-income households under the affordable housing definition in RCW 36.70A.030(5). The administration proposes an update to the public rule would allow for a permissive waiver in the amount of 50% of the GFC Charges that would be regularly charged for housing projects that meet that definition with the appropriate covenant. An additional permissive waiver of 25% would be available for projects that apply for a Washington State Department of Commerce Connecting Housing to Infrastructure Program (CHIP) grant to pay for such GFC charges but does not receive a CHIP grant award because of lack of available funds. For background, Water and Wastewater GFCs are fees to recover an equitable share of the costs of infrastructure and capital improvements necessary for providing water and wastewater services to new or expanded developments. GFCs are one-time fees paid when a new development connects to the City's existing utility systems, or when an existing development significantly increases its water or wastewater usage.

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. Updates to this policy are designed to help defray the costs of developing affordable housing for rental properties that lease to households at 60% or less of the area median income or owner-occupied properties that sell to households at 80% or less of the area median income.

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?

Utilization of the elements within the public rule will be tracked.

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?

Public Works work plans and projects are consistent with annual budget strategies to manage costs, support approved projects in the 6-year CIP, and meet levels of service in the Water System Plan and Comprehensive Plan.

Council Subcommittee Review

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	FEIST, MARLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	SCOTT, ALEXANDER		

Distribution List	
mfeist@spokanecity.org	mmarroquin@spokanecity.org

Spokane City Clerk No. RES 2025-0059

RESOLUTION REGARDING PUBLIC RULE

A resolution regarding adoption of the City of Spokane's Public Rule for Wastewater and Water General Facilities Charges and Incentives.

WHEREAS, the City of Spokane Wastewater Management Department General Facilities Charges (GFC) are contained in the Spokane Municipal Code (SMC) 13.03.0730, 13.03.0732, and 13.03.0734; and

WHEREAS, the City of Spokane Water and Hydroelectric Department Water GFCs are contained in SMC 13.04.2040, 13.04.2042, and 13.04.2044; and

WHEREAS, on March 5, 2024, the Spokane City Council approved the Public Rule entitled General Facilities Carges – Incentives, Waivers, and Offsets which set out the protocol for municipal utilities to identify alternative non-utility funds before agreeing to waive or offset any connection charges, as provided for is SHB 1326 and codified in RCW 35.92.385; and

WHEREAS, SHB 1326, codified in RCW 35.92.385 allow for a municipal utility to waive connection charges for specified properties, such as development of emergency shelter, transitional housing, permanent housing or affordable housing so long as the waived charges are funded using general funds, grant dollars, or other identified non-utility revenue stream; and

WHEREAS, the Washington State Legislature enacted ESB 5662, codified in RCW 35.92.385, effective July 27, 2025, allows for connection charges to be deterred so long as the property is maintained and covenanted in perpetuity as affordable housing pursuant to RCW 36.70A.030(5); and

WHEREAS, the City's Public Rule established March 5, 2023 is in need of update to provide for the Permissive Waivers; and

WHEREAS, the City of Spokane Public Rule regarding GFC Incentives and offsets, is attached and available to members of the public to review and comment, attached hereto as Attachment "A".

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council hereby approves and supports the PUBLIC RULE AND PROCEDURE REGARDING THE GENERAL FACILITIES CHARGES INCENTIVES AND OFFSETS, as contained in Attachment "A".

ADOPTED by City Council this ____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

ATTACHMENT “A”

CITY OF SPOKANE	RULE 5200-23-01
((~~UTILITIES~~)) PUBLIC WORKS DIVISION/DEVELOPMENT SERVICES	
PUBLIC RULE	LGL 2023-0029
TITLE: GENERAL FACILITY CHARGES – INCENTIVES, WAIVERS AND OFFSETS EFFECTIVE DATE: MARCH 5, 2024 REVISION EFFECTIVE DATE: AUGUST _, 2025	

1.0 GENERAL

The City of Spokane ((~~Utilities~~)) Public Works Division establishes the following Public Rule, policy, and procedures for General Facility Charges (GFC) incentives, waivers and offsets.

This Public Rule relates to the requirement for municipal utilities to identify alternative non-utility revenues or funds before agreeing to waive or offset any connection charges. SHB 1326, enacted and effective July 23, 2023, allows connection charges to be waived or offset for properties owned or developed for purposes of providing emergency shelter, transitional housing, permanent supportive housing, or affordable housing, provided that a separate non-utility source of revenue such as general funds, grant dollars or other identified revenue stream is identified. This Public Rule outlines the parameters of how such offsets or waivers will be identified and awarded.

Additionally, ESB 5662, enacted and effective July 27, 2025, codified in RCW 35.92.385 allows for connection charges to be deferred ("Permissive Waiver") so long as the property is maintained and covenanted in perpetuity as affordable housing pursuant to 36.70A.030(5).

1.2 TABLE OF CONTENTS

1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This Public Rule shall apply to the City of Spokane Development Services Center, Wastewater Management Department, Water and Hydroelectric Department,

Integrated Capital Department, Engineering Services Department, and the Planning and Economic Development Department.

3.0 REFERENCES

Spokane Municipal Code (SMC) Chapter 08.07D
Spokane Municipal Code (SMC) Chapter 08.15
Spokane Municipal Code (SMC) Chapter 13.03
Spokane Municipal Code (SMC) Chapter 13.04
Spokane Municipal Code (SMC) Chapter 17C.300
Ordinance C-36369 and C-36372
RCW 35.92.380
RCW 35.92.385

4.0 DEFINITIONS

"GFC Charges" means those charges set forth in SMC 13.03.0734 and SMC 13.04.2044 as may be amended from time to time by the Engineering News-Record Index (ENR) calculated by City Staff, from October to October for the previous year. The initial ENR index will occur prior to March 5, 2024 after which this annual increase will occur January 1, 2025, and occur each January 1 thereafter.

5.0 POLICY

5.1 It is the Policy of the City of Spokane not to waive GFC Charges without prior identification of a non-utility revenue stream such as general fund dollars or grant funds.

5.2 Any offset or deferral of the developer's cost of the GFC shall be replaced with funds from non-utility revenue sources, such as grant dollars or other general fund revenues.

5.3 Such offset or deferral must be clearly identified and paid by the other source at time of application for connection, application for a building permit, or as otherwise ordered by the Director of Public Works.

5.4 In limited circumstances defined in 6.2 below, some affordable housing projects may receive a "permissive waiver" of a portion of GFC charges without payment by a non-utility revenue stream in return for the placement of a 50-year covenant to retain specific affordability requirements.

6.0 PROCEDURES

((~~6.1 Accessory Dwelling Units.~~

~~In response to the ongoing local and national housing crisis, relief should be provided to residents and businesses. The City may offset one hundred percent (100%) of GFC Charges for an Accessory Dwelling Unit if it meets all of the criteria in this section. This fee offset shall expire at 5:00 p.m. on December 31, 2024. The criteria for the fee offset are as follows:~~

~~6.1.1 The offset shall be limited to the construction of a new Accessory Dwelling Unit approved under SMC 17C.300.~~

~~6.1.2 The lot shall be located at least partially within one half mile of a Center or Corridor, Context Area, Downtown zone, or CC3 zoning overlay. Distances are measured in a straight line between the zone/overlay boundary to the lot line of the site containing the development.~~))

6.((~~2~~))1 Affordable Housing.

In response to the ongoing local and national housing crisis, fifty percent (50%) of a project's GFC Charges may be deferred or offset for the construction of affordable housing((~~.~~)), as defined in RCW 36.70A.030(5). Deferred or offset fees shall be paid by ((~~the~~)) an identified alternative revenue source at the time GFC Charges are due. The remainder shall be paid by the developer. Projects that qualify for the affordable housing deferral or offset shall meet one of the following criteria:

6.((~~2~~))1.1 For a project that qualifies for the twelve-year exemption under the Multiple Family Housing Property Tax Exemption as described in SMC 08.15.090, GFC Charges subject to this rule may be deferred for the life of the property tax exemption. Projects that maintain qualifying status for the entire twelve-year period may have fees permanently offset at the end of the twelve-year period.

6.((~~2~~))1.2 For a project that qualifies for the twenty-year exemption under the Multiple Family Housing Property Tax Exemption as described in SMC 08.15.090, GFC Charges subject to this rule may be deferred for the life of the property tax exemption. Projects that maintain qualifying status for the entire twenty-year period may have fees permanently offset at the end of the twenty-year period.

6.((~~2~~))1.3 For a project that qualifies for the sales and use tax exemption under the Sales and Use Tax Deferral Program for Affordable Housing as described in SMC 08.07D, GFC Charges subject to this rule shall be deferred for the life of the sales and use tax exemption. Projects that maintain qualifying status for the entire ten-year period may have fees permanently offset at the end of the ten-year period.

6.((~~2~~))1.4 For projects that qualify for the use of funds from the Sales and Use Tax for Housing and Housing-Related Supportive Services as described in chapter 08.07D SMC, GFC Charges subject to this rule may be offset.

6.((~~2~~))1.5 For projects receiving funding through state, or federal programs for affordable housing, fees under this section may be offset.

6.((~~2~~))1.6 For projects to build owner-occupied ((~~on~~)) property with a covenant to limit sales to low-income households earning no more than 80 percent of the area median income, fees under this section may be offset, so long as affordability is retained for a minimum of 50 years.

6.2 "Permissive Waiver" of some GFC Charges; Conditions of Waiver

6.2.1 A "Permissive Waiver" allows for a waiver of some GFC charges without a specific non-utility funding source in return for a 50-year covenant to limit sales or leases to low-income households and other requirements.

6.2.2 A permissive waiver of 50% of GFC Charges that would be regularly charged may be granted by the City for owner-occupied properties with a covenant that limits sales to low-income households earning no more than 80 percent of the area median income.

6.2.3 A permissive waiver of 50% of GFC Charges that would be regularly charged may be granted by the City for rental properties with a covenant to limit leases to low-income households earning no more than 60 percent of the area median income.

6.2.4 For multi-family residential projects that include housing units with both qualified, affordable units and non-qualified units, the permissive waiver will be pro-rated accordingly. For example, if a project has 10 units, but only half of them meet the requirements, the permissive waiver would equal half of the original 50% permissive waiver.

6.2.5 An additional permissive waiver in the amount of 25% of GFC Charges for rental or owner-occupied properties that meet the requirements listed in 6.2.2 and 6.2.3 if the project completes an application for a Washington State Department of Commerce Connecting Housing to Infrastructure Program (CHIP) grant to pay for such GFC charges but does not receive a CHIP grant award because of lack of available funds. Again, the additional waiver will

be pro-rated for multi-family projects that include both qualified and non-qualified units as in 6.2.4.

6.2.6 Any covenant satisfying the requirements of Section 6.2.2 and 6.2.3 shall, at least, contain explicit restrictions that include:

1. Price restrictions and household income limits as defined in 6.2.2 and 6.2.3.

2. A provision that specifies that if the property is converted to a use other than as set forth in 6.2, the property owner must pay the applicable General Facilities Charges at the rate in effect at the time of conversion.

6.2.7 All Covenants required under 6.2 shall be recorded with the Spokane County Auditor. At such time as a property receiving a permissive waiver is no longer operating under the eligibility requirements, all GFC connection charges for the properties are immediately due and payable to the City's water and wastewater utilities as a condition of continued service. The amount owed would be equal to the GFC rates in effect at the time of the change.

6.3 Failure to Maintain Qualifications for Deferred GFC Charges.

A project with deferred GFC Charges that maintains qualifying status under 6.((~~2~~))1 for the duration specified shall have the indicated amount of GFC Charges offset permanently at the end of the term. A project that fails to maintain qualifying status under 6.((~~2~~))1 for the duration specified shall repay all deferred GFC Charges to the City((~~.~~)), or as funded initially.

6.4 Maximum Limit of Deferral or Offset under Section 6.1.

6.((~~3~~))4.1 The maximum offset or deferral for a water GFC Charge shall be forty thousand dollars ($40,000) per project.

6.((~~3~~))4.2 The maximum offset or deferral for a sewer GFC Charge shall be twenty thousand dollars ($20,000) per project.

6.5 Funding.

6.5.1 Offsets or deferrals shall be awarded on a first-come, first-served basis. When an identified alternative source of revenue is depleted, another revenue source must be identified or an offset or deferral shall not be awarded.

6.5.2 Some alternative sources of revenue, such as grant funds, may have additional restrictions on the use of funds. A project that qualifies for a deferral or offset under this rule may not qualify for any of the identified alternative sources of revenue. A project that fails to qualify under the limitations of available alternative sources of revenue shall not be awarded an offset or deferral.

6.5.3 Nothing in this Public Rule shall preclude the use of third-party sources of funding, such as grants, from contributing towards a project's GFC Charge.

6.6 Other incentives may be identified based on the project details, timing, state or local incentives upon approval of the Director of Planning and Economic Services Department.

7.0 RESPONSIBILITIES

The City of Spokane Wastewater Management Department, Water and Hydroelectric Department, the City of Spokane Integrated Capital Management Department, Engineering Services Department, and the City of Spokane Accounting Departments through the Planning and Economic Development Department shall administer this Public Rule.

APPROVED BY:

_____	_____
City Administrator	Date
_____	_____
Public Works Director	Date
_____	_____
City Attorney	Date

RES 2025-0059 (CATHCART AMENDMENT)(08-18-25)

In Attachment "A" to the resolution, "GENERAL FACILITY CHARGES – INCENTIVES, WAIVERS AND OFFSETS," strike section 6.2.6 on page 5 of the attachment and insert the following in its place:

6.2.6 Any covenant satisfying the requirements of Section 6.2.2 and 6.2.3 shall, at least, contain explicit restrictions that include:

1. Price restrictions and household income limits as defined in 6.2.2 and 6.2.3.

2. A provision that specifies that if the property is converted to a use other than as set forth in 6.2, the property owner must pay the applicable General Facilities Charges at the rate in effect at the time of conversion.

3. Maintenance and habitability. The owner shall maintain all residential rental units and all tenant-serving facilities in a state of good repair and in continuous compliance with SMC 17F.070.400. Any condition identified by the City through a periodic or cause-based inspection that is dangerous or injurious to the health or safety of occupants or the community or failure to cure all other violations within thirty (30) days after written notice shall constitute a breach of this covenant triggering payment of the applicable General Facilities Charges at the rate then in effect.

PURPOSE OF AMENDMENT: The amendment, if adopted, would add subsection 3 to proposed new Section 6.2.6, requiring owners receiving GFC waivers to maintain structures in habitable condition.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Discussion

Council Meeting Date: 09/08/2025

Date Rec'd	7/24/2025		
Clerk's File #	RES 2025-0066		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	MAGGIE YATES 5031	**Requisition #**	
Contact E-Mail	MYATES@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 RESOLUTION APPOINTING DIRECTOR OF ADMINISTRATION AND		

Agenda Wording

A resolution approving the appointment of Assistant Police Chief Dave Singley as the Director of Administration and Investigation within the Spokane Police Department for the City of Spokane.

Summary (Background)

This resolution confirms the appointment of Assistant Chief Dave Singley as the Director of Administration and Investigation within the Spokane Police Department.

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**
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	GBYRD		
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List

RESOLUTION 2025 – 0066

A resolution approving the appointment of Assistant Police Chief Dave Singley as the Director of Administration and Investigation within the Spokane Police Department for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration and upon recommendation from Police Chief Kevin Hall, Mayor Lisa Brown has appointed Assistant Chief Dave Singley as the Director of Administration and Investigation within the Spokane Police Department for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Assistant Chief Dave Singley as the Director of Administration and Investigation within the Spokane Police Department.

ADOPTED BY THE CITY COUNCIL ON _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Discussion

Council Meeting Date: 09/08/2025

Date Rec'd	7/24/2025		
Clerk's File #	RES 2025-0067		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	MAGGIE YATES 5031	**Requisition #**	
Contact E-Mail	MYATES@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 RESOLUTION APPOINTING DIRECTOR OF PATROL		

Agenda Wording

A resolution approving the appointment of Assistant Police Chief Steve Wohl as the Director of Patrol within the Spokane Police Department for the City of Spokane.

Summary (Background)

This resolution confirms the appointment of Assistant Chief Steve Wohl as the Director of Patrol within the Spokane Police Department.

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**
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	GBYRD		
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List

RESOLUTION 2025 – 0067

A resolution approving the appointment of Assistant Police Chief Steve Wohl as the Director of Patrol within the Spokane Police Department for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration and upon recommendation from Police Chief Kevin Hall, Mayor Lisa Brown has appointed Assistant Chief Steve Wohl as the Director of Patrol within the Spokane Police Department for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Assistant Chief Steve Wohl as the Director of Patrol within the Spokane Police Department.

ADOPTED BY THE CITY COUNCIL ON _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council: **Committee:** PIES **Date:** 08/18/2025 **Committee Agenda type:** Consent **Council Meeting Date:** 09/15/2025		**Date Rec'd**	8/13/2025
		Clerk's File #	RES 2025-0068
		Cross Ref #	
		Project #	
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	MARLENE FEIST 509-625-6505	**Requisition #**	
Contact E-Mail	MFEIST@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PUBLIC RULE CROSS CONNECTION CONTROL PROGRAM		

Agenda Wording

A resolution regarding the adoption of a Public Rule for Water and Hydroelectric Department for Cross Connection Control Program

Summary (Background)

Protection of the City's water system is of paramount importance for the City Water department. City of Spokane Water & Hydroelectric department is required under State and Federal law to implement and maintain a cross-connection control program to ensure protection of the water system. The City program is outlined in the attached Exhibit "A" - City of Spokane Cross Connection Control Program dated September 6, 2023. The Public Rule is intended to comply with State and Federal laws.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	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	FEIST, MARLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	SCOTT, ALEXANDER		

Distribution List	
mfeist@spokanecity.org	eschoedel@spokanecity.org
rhulvey@spokanecity.org	mmarroquin@spokanecity.org

RESOLUTION 2025-0068

A resolution regarding the adoption of a Public Rule for Water and Hydroelectric Department for Cross Connection Control Program.

WHEREAS, the City of Spokane Water and Hydroelectric Department Water Code is contained in Chapter 13.04 of the Spokane Municipal Code (SMC); and

WHEREAS, WAC 246-290-490 and WAC 246-290-010 require the City Water and Hydroelectric Department to maintain a Cross Connection Control Program, establish requirements for connection to the City's water system and ensure protection of the City's water system from cross contamination; and

WHEREAS, SMC 13.04.120 and 13.04.0810 – 13.04.022 provide the general provisions for the Cross Connection Control Program; and

WHEREAS, the Water and Hydroelectric Department periodically reviews it's Cross Connection Control Program to ensure compliance of State law; and

WHEREAS, the Water and Hydroelectric Department – Cross Connection Control Program Public Rule is and available to members of the public as attached hereto as Attachment "A".

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves the attached PUBLIC RULE AND PROCEDURE REGARDING THE WATER AND HYDROELECTRIC DEPARTMENT – CROSS CONNECTION CONTROL PROGRAM, as contained in Attachment "A".

ADOPTED by City Council this _____day of August, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Attachment A

CITY OF SPOKANE WATER AND HYDROELECTRIC DEPARTMENT PUBLIC RULE AND PROCEDURE	DEPT 4100-20-_____ LGL 2025-
TITLE: **CROSS CONNECTION CONTROL PROGRAM** EFFECTIVE DATE: REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

Protection of the City's water system is of paramount importance for the City Water department. City of Spokane Water & Hydroelectric department is required under State and Federal law to implement and maintain a cross-connection control program to ensure protection of the water system. The City program is outlined in the attached Exhibit "A" – City of Spokane Cross Connection Control Program dated September 6, 2023. The Public Rule is intended to comply with State and Federal laws.

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2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

Water and Hydroelectric Department

3.0 REFERENCES

Chapter 246-290 WAC
WAC 246-290-490
Chapter 90.46 RCW
SMC 13.04.120
SMC 13.04.0810
SMC 13.04.0818
SMC 13.04.0820
SMC 13.04.0822
PNWS – AWWA Cross Connection Control Committee Procedures

4.0 DEFINITIONS

See SMC

5.0 POLICY

5.1 The City maintains its Cross Connection Control Program as required by State law to protect the water distribution system from cross connection contamination, as attached in Exhibit “A”.

6.0 PROCEDURES –

6.1 The Cross Connection Control Program attached as Exhibit “A” outlines the City’s program to protect the water distribution system from cross contamination.

6.2 The Cross Connection Control Program applies to all water connections to the City’s water system.

6.3 Cross Connection Control Program sets out approved backflow mechanisms and annual testing program in addition to incident investigation procedures

7.0 RESPONSIBILITIES

The Water and Hydroelectric Department shall maintain this program.

8.0 APPENDICES

8.1 Exhibit “A” – City of Spokane Cross Connection Control Program

APPROVED BY:

_____ _____
City Administrator Date

_____ _____
Public Works Director Date

_____ _____
City Attorney Date

City of Spokane

Cross Connection Control Program

Protecting the Water Distribution System

from Cross-Connection Contamination

meeting the requirements of WAC 246-290-490:

Water and Hydroelectric Services

August 21, 2025

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I. Backflow Investigation Procedures
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V. Cross Connection Notification Process

SECTION I

LEGAL AUTHORITY

Spokane Water Departments' (SWD) legal authority to implement a Cross Connection Control Program is provided by City of Spokane Municipal Code Section 13.04.0820. The ordinance requires SWD to implement a cross connection control program in accordance with WAC 246-290-490:or subsequent revisions of the WAC as adopted by the Washington State Department of Health.

Spokane Municipal Codes related to Cross Connection

A. Section 13.04.0818: Cross-connections Prohibited – Nuisance Declared
B. Section 13.04.0820: Director's Authority
C. Section 13.04.0822: Inspection and Testing – Customers to Cooperate
D. Section 13.04.120: Entry of Premises – Testing

Washington State Administrative Codes pertaining to Cross Connection

A. WAC 246-290-490
B. WAC 246-290-010

SECTION II
PURPOSE, RESPONSIBILITY, AND GENERAL REQUIREMENTS OF PROGRAM

A. Purpose and Responsibility
   1. The purpose of SWD's cross-connection control program shall be to protect the public water system, as defined in WAC 246-290-490:, from contamination via cross-connections.
   2. SWD's responsibility for cross-connection control shall begin at the water supply source to include all the public water treatment, storage, and distribution facilities, and will extend to any point of use inside a building where contamination of the drinking water could influence the City water supply or in areas accessible to the public.
   3. SWD's responsibility for cross-connection control in residential buildings shall end at the property line, unless there is no premise isolation, then it will end at any point of use inside the property.

B. General Program Requirements
   1. SWD shall develop and implement a cross-connection control program that meets the requirements of WAC 246-290-490:, but may establish a more stringent program through Spokane Municipal Code or SWD's operating policies.
   2. SWD shall ensure that good engineering and public health protection practices are used in the development and implementation of cross-connection control program. Department publications and the most recently published editions of references, such as, but not limited to those listed below, are used as guidance for the cross-connection program development and implementation.
      a. Accepted Procedure and Practice Cross-Connection Control Manual published by the Pacific Northwest Section of the American Water Works Association (PNWS-AWWA Manual).
      b. Backflow Prevention and Cross-Connection Control Recommended Practices Fifth Edition Published by American Water Works Association.
      c. Manual of Cross-Connection Control published by the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California (USC Manual).
   3. SWD shall coordinate with the local administrative authority in all matters concerning cross-connection control. SWD shall document and describe such coordination, including delineation of responsibilities in the written cross connection control program required in subsection 2 (e) of WAC 246-290-490:
   4. SWD shall ensure that cross-connections between the distribution system and consumer's water system are eliminated or controlled by the installation of an approved backflow preventer commensurate with the degree of hazard. This will be accomplished by implementation of a cross-connection program and policy that relies on:

   a. Premise isolation as defined in WAC 246-290-490:
   b. In-premise protection as defined in WAC 246-290-490:
   c. Combination of both.
5. When SWD's cross-connection control program relies both on premise isolation and/or in-premise protection:
   a. The program shall comply with the premise isolation requirements specified in subsection (4)(b) of WAC 246-290-490: and
   b. May reduce premise isolation requirements and rely on in-premise protection for premise other than the type addressed in subsection (4)(b) of WAC 246-290-490:if the conditions in (4)(c)(ii)of that subsection are met.
6. SWD may rely on in-premise protection only when the following conditions are met:
   a. The in-premise backflow preventers provide a level of protection commensurate with the purveyor's assessed degree of hazard:
      1) Backflow preventers which provide the in-premise backflow protection meet the definition of approved backflow preventers as described in WAC 246-290-490:
      2) The approved backflow preventers are installed, inspected, tested maintained, and repaired in accordance with subsections (6) and (7) of WAC 246-290-490:.
      3) Records of such backflow preventers are maintained in accordance with subsections (3)(j) and (8) of WAC 246-290-490:; and
      4) SWD has reasonable access to the consumer's premise to conduct an initial hazard evaluation and periodic reevaluations to determine whether the in-premise protection is adequate to protect SWD's distribution system.
7. According to SMC Section 13.04.0822: SWD shall take appropriate corrective action within its authority if:
   a. A cross-connection exists that is not controlled commensurate to the degree of hazard assessed by SWD.
   b. A consumer fails to comply with SWD's requirements regarding the installation, inspection, testing, maintenance, or repair of approved backflow preventers required by the WAC 246-290-490:.
8. SWD's corrective action may include, but is not limited to:
   a. Denying or discontinuing water service to a consumer's premises until the cross-connection hazard is eliminated or controlled to the satisfaction of SWD
   b. Requiring the consumer to install an approved backflow preventer for premise isolation commensurate with the degree of hazard; or
   c. SWD may remediate the problem by installing an approved backflow preventer for premise isolation commensurate with the degree of hazard. All costs associated with the installation of the backflow preventer installed by SWD shall be charged to the property owner.

9. The Cross Connection Control Authority prior to denying or discontinuing water service to a consumer's premises for one or more of the reasons listed in subsection 2(i) of the WAC 246-290-490: SWD shall notify the Director of the Water Department prior to taking such action except in the event of an emergency.
10. If SWD shall prohibit the intentional return of used water to the purveyor's distribution system. Such water would include, but is not limited to, water used for heating, cooling, or other purposes within the consumer's water system.

SECTION III

APPROVED BACKFLOW PREVENTER SELECTION

The following are tables from WAC 246-290-490

TABLE 8

APPROPRIATE METHODS OF

BACKFLOW PROTECTION FOR PREMISES ISOLATION

Degree of Hazard	Application Condition	Appropriate Approved Backflow Preventer
High health cross-connection hazard	Back siphonage or backpressure backflow	AG, RPBA, or RPDA
Low health cross-connection hazard	Back siphonage or backpressure backflow	AG, RPBA, RPDA, DCVA, or DCDA

TABLE 13

HIGH HEALTH CROSS-CONNECTION HAZARD PREMISES REQUIRING PREMISES ISOLATION BY AG OR RPBA

Agricultural (farms, marijuana grows and dairies)

Beverage bottling plant

Car washes

Chemical plants

Commercial laundries and dry cleaners

Premises where both reclaimed water and potable water are provided

Film processing facilities

Food processing plants

Hospitals, medical centers, nursing homes, veterinary, medical/dental clinic, and blood plasma centers

Premises with separate irrigation systems using the purveyor's water supply which utilizes chemical addition

Laboratories

Metal plating industries

Mortuaries

Petroleum processing or storage plants

Piers and docks

Radioactive material processing plants or nuclear reactors*

Survey access denied or restricted

Wastewater lift stations and pumping stations

Wastewater treatments plants*

Premises with an unapproved auxiliary water supply interconnected with the potable water supply.

+ For example, parks, playgrounds, golf courses, cemeteries, estates, etc.

* RPBA's for connections serving these premises are acceptable only when used in combination with an in-plant approved air gap; otherwise, SWD shall require an approved air gap at the service connection.

A. Backflow protection for residential services.
    a. SWD will rely on backflow protection provided at the point of hazard in accordance with Section 603 of the 2021 Uniform Plumbing Code (UPC) for hazards such as, but not limited to:
        1) Irrigation systems
        2) Swimming pools or spas
        3) Ponds
        4) Boilers
        5) Booster Pumps
B. Backflow protection for commercial services.
    a. SWD may rely on backflow preventers commensurate with the degree of hazard determined by SWD to be installed for premise isolation for connections serving premises that have characteristics such as, but not limited to, the following:
        1) Complex plumbing arrangements
        2) Plumbing potentially subject to frequent changes
        3) A repeated history of cross-connections being established or reestablished; or
        4) Cross-connection hazards are unavailable or not correctable, such as, but not limited to tall buildings.
        5) Booster Pumps
    b. SWD shall rely on backflow preventers commensurate with the degree of hazard determined by SWD to be installed for in-premise isolation for buildings that pose health hazards that are not protected by premise isolation or are easily accessible to the public.
C. Backflow protection for fire protection systems.
    a. Backflow protection is not required for residential flow-through or combination fire protection systems constructed to potable water piping and materials.
    b. For service connections with fire protection systems other than flowthrough or combination system, SWD shall ensure that backflow protection is consistent with Section 603 of the UPC is installed. SWD requires minimum protection as follows:
        1) An RPBA or RPDA for fire protection systems with chemical addition or using unapproved auxiliary water supply
        2) An RPBA or RPDA for fire protection systems with booster pumps
        3) A DCVA or DCDA for all other fire protection systems.
    c. For new connections SWD shall ensure that backflow protection is installed before water service is provided.
    d. For existing fire protection systems:
        1) With chemical addition or using unapproved auxiliary supplies, SWD shall ensure that backflow protection is installed within ninety days of the purveyor

notifying the consumer of the high health cross-connection hazard or in accordance with an alternate schedule acceptable to the purveyor.

2) Without chemical addition, without on-site storage, and using only SWD's water (i.e., no unapproved auxiliary supplies on or available to the premises), the purveyor shall ensure that backflow protection is installed within ninety days, or within a schedule acceptable to SWD, or at an earlier date if required by the agency administering the Uniform Building Code as adopted under chapter 19.27 RCW.

SECTION IV

APPROVED BACKFLOW PREVENTERS

A. SWD shall ensure that all backflow prevention assemblies relied upon by the SWD are models included on the current list of backflow prevention assemblies approved for use in Washington State. The current approved assemblies' list is available from the State.
B. SWD may rely on testable backflow prevention assemblies that are not currently approved by the department, if the assemblies
    1. Were included on the department and/or USC list of approved backflow prevention assemblies at the time of installation
    2. Have been properly maintained
    3. Are commensurate with SWD's assessed degree of hazard; and
    4. Have been inspected and tested at least annually and have successfully passed the annual test.
C. SWD shall ensure that an unlisted backflow prevention assembly is replaced by an approved assembly commensurate with the degree of hazard, when the unlisted assembly:
    1. Does not meet the conditions specified in subsection B of this section.
    2. Is moved or
    3. Cannot be repaired using parts from the original manufacturer.
D. SWD does not allow AVB’s as an approved, testable assembly for backflow prevention.
E. SWD does not allow single check backflow assemblies as approved backflow prevention.

SECTION V.
APPROVED BACKFLOW PREVENTER INSTALLATION

A. SWD shall ensure that approved backflow preventers are installed in the orientation for which they were originally approved by the certifying laboratory.
B. SWD shall ensure that approved backflow preventers are installed in a manner that:
    1. Facilitates their proper operation, maintenance, inspection, and/or in-line testing (as applicable) using standard installation procedures acceptable to the department such as those in the Manual of Cross-Connection Control, Tenth Edition published by University of Southern California or the Cross Connection Control Manual Accepted Procedure and Practice Sixth Edition published by PNWS-AWWA.
    2. Ensures that the assembly will not become submerged due to weather-related conditions such as flooding; and
    3. Ensures compliance with all applicable safety regulations.
C. SWD shall ensure that approved backflow assemblies for premise isolation are installed at a location adjacent to the meter or property line or an alternate location acceptable to SWD.
D. When premise isolation assemblies are installed at an alternate location acceptable to SWD, SWD shall ensure that there are no connections between the point of delivery from the public water system and the approved backflow assembly, unless the installation of such a connection meets cross-connection control requirements and is specifically approved by SWD.
E. SWD shall ensure that approved backflow preventers are installed in accordance with the following time frames:
    1. For new connections made on or after the effective date of these regulations, the following conditions listed in Section A through B shall be met before service is provided.
    2. For existing connections where the purveyor identifies a high health cross connection hazard, the provisions listed in Section VII C.4.e.1 shall be met:
    3. For existing connections where the purveyor identifies a low health cross connection hazard, the provisions listed in Section VII C.4.e.2 shall be met in accordance with a schedule acceptable to the purveyor.
F. SWD shall ensure that bypass piping installed around any approved backflow preventer is equipped with an approved backflow preventer that:
    1. Affords at least the same level of protection as the approved backflow preventer that is being bypassed; and
    2. Complies with all applicable requirements.

SECTION VI

APPROVED BACKFLOW PREVENTOR INSPECTION AND TESTING

A. SWD shall ensure that:
    1. A SWD CCS inspects backflow preventer installations to ensure that protection is provided commensurate with the assessed degree of hazard.
    2. Either a Backflow Assembly Tester (BAT) or CCS inspects:
        a. Backflow prevention assemblies for correct installation and approval status.
        b. Air gaps installed in lieu of approved backflow prevention assemblies for compliance with the approved air gap definition.
    3. A BAT tests the approved backflow prevention assemblies upon installation for proper operation.
B. SWD shall ensure that inspections and/or tests of approved air gaps and approved backflow assemblies are conducted:
    1. At the time of installation
    2. Annually, after installation, or more frequently if required by for connections serving premises or systems that pose a high health cross-connection hazard or for assemblies that repeatedly fail
    3. After a backflow incident; and
C. After an assembly is repaired, reinstalled, or relocated or an air gap is replumbed.
D. SWD shall ensure that approved backflow prevention assemblies as tested using procedures acceptable to the department, such as those specified in the most recently published edition of the USC Manual. When circumstances, such as, but not limited to, configuration or location of the assembly, preclude the use of USC test procedures, SWD may allow, on a case-by-case basis, the use of alternate (non-USC) test procedures acceptable to the department.
    1. SWD does not accept any alternate testing methods even if it is accepted by the USC or not.
E. SWD shall ensure that the results of backflow prevention assembly inspections and tests are documented and reported in a manner acceptable to SWD.
F. SWD shall ensure that an approved backflow prevention assembly, whenever found to be improperly installed, defective, not commensurate with the degree of hazard, or failing a test (if applicable) is properly reinstalled, repaired, overhauled, or replaced.
G. SWD shall ensure that an approved air gap, whenever found to be altered, or improperly installed, is properly replumbed or, if commensurate with the degree of hazard, is replaced by an approved RPBA.

SECTION VII

EVALUATION OF PROTECTION REQUIRED

A. New Water Services - Commercial
    1. Prior to providing water service, the following procedures are followed:
        a. A service application shall be properly filled out by the owner of the project or his designated agent.
        b. A copy of the site plan is required.
        c. If premise is listed as a high hazard, per table 13 in WAC 246-290-490:, SWD will initially classify it as a high health hazard.
            1) If a premise does not specify what the premise will be used for, SWD will assume it will be a high health hazard.
        d. If the premise is not listed in table 13 of WAC 246-290-490:or there is a question as to whether it is a high hazard, the following steps are followed:
            1) A copy of the mechanical (plumbing) and plumbing fixture schedule is requested.
                a. For all properties with booster pumps, SWD will assess the property as High Health Hazard immediately.
            2) The plans are reviewed for actual and potential cross connections.
            3) Each fixture and/or cross connection is assessed for degree of hazard and backflow protection required for each according to plans.
            4) Based on this information, the degree of hazard the premise poses to SWD public water system is assessed and backflow protection shall be required in accordance with the assessed degree of hazard.
            5) Backflow protection will be required at the property line or where water service enters the premise prior to the first branch tee.
            6) Approved plans will refer to CCC program and WAC
            7) City of Spokane General Water Notes are printed on all approved plans that were reviewed through the SWD
B. New Water Services - Residential
    1. At the time of service installation an SWD Water Service Inspector (CCS) will assess the degree of hazard posed by the residential premises to SWD's distribution system.
        a. For all properties with booster pumps, SWD will assess the property as High Health Hazard immediately.
    2. Based on this information, the degree of hazard the premise may pose to SWD's distribution system is assessed and backflow protection shall be required in accordance with the assessed degree of hazard.
C. Existing Water Services
    1. Existing premises, where cross connections were suspected, are listed on a water use survey “Final Notice Tracker”.

2. Water use surveys are conducted in accordance with WAC 246-290-490:, which was interpreted as water purveyor's responsibility including the customers plumbing system.
    a. Therefore, backflow protection was required on the service line to some facilities, service lines and at the fixture(s) for others, or required only at the fixture. When relying on only fixture protection, UPC and current PNWS AWWA Cross Connection Control Manual and/or SWD's requirements were depended upon to ensure backflow protection was commensurate with degree of hazard.
    b. During Water Use Surveys, SWD will evaluate the property as severe, high, or low health risk as referenced by Table 13 in WAC 246-290-490:.
3. When SWD is relying on in-premise backflow protection in the future, SWD will require owners to follow the following provisions which includes but is not limited to:
    a. A water use survey of premise's entire plumbing system by an SWD inspector (CCS).
    b. The SWD Inspector (CCS) shall be required to correctly prepare a cross-connection control Water Use Survey including:
        1) Identifying all cross connections including degree of hazard and if properly controlled in accordance with Section III.
        2) Inspect all backflow protection for correct installation, in accordance with WAC 246-290-490:
        3) If owner does not comply, SWD will proceed with procedures for discontinuing water service or installing backflow protection on the water service line as described in Section II.B.9.

D. Periodic Reevaluation
1. All commercial premises being served by SWD are subject to periodic reevaluation.
    a. All changes in occupancy of commercial and industrial facilities will be monitored through SWD's backflow computer database and business office billing system computer.
    b. If type of occupancy changes which may increase degree of hazard, a water use reevaluation will be conducted within 90 days. The procedures followed are:
        1) A letter will be sent to the owner of each premises to be reevaluated. This letter will review cross connection control basics and include reasons for the reevaluation and a prospective date for a meeting and/or water use survey.
        2) Based upon the water use survey, backflow protection will be required commensurate with degree of hazard as described in Section III.
            a. If it is determined the premise poses a high hazard to SWD's public water system; an RPBA will be required on water service to facility within 90 days or in accordance with an alternate schedule acceptable to SWD.

b. If it is determined the premise poses a low hazard to SWD's public water supply, a DCVA will be required on water service to facility within 90 days or in accordance with an alternate schedule acceptable to SWD. Reason for DCVA requirement is:
    i. SWD has no control of plumbing changes inside premises.

SECTION VIII

SWD CROSS CONNECTION CONTROL PERSONNEL AND DUTIES OF PERSONNEL

A. SWD CROSS CONNECTION CONTROL SPECIALIST (CCS):
    a. Assesses the degree of hazard posed by the consumer's water system upon SWD's distribution system; and
    b. Determines the appropriate method of backflow protection for premise isolation in accordance with table 8 listed in WAC 246-290-490:.
    c. Premise isolation requirements.
        i. For service connections with premises posing a high health cross connection hazard including, but not limited to, those premises listed in Table 13, the purveyor shall ensure that an approved air gap or RPBA is installed for premise isolation.
        ii. If SWD's CCS determines that no hazard exists for a connection serving a premise of the type listed in Table 13, the requirements of 3.a. of this section do not apply.
        iii. SWD will document, on a case-by-case basis, reasons for not applying the requirements section III, to a connection serving premises of the type listed in Table 13 and include such documentation in the cross-connection control program summary report as required by WAC 246-290-490:.
B. SWD can provide current list of State Certified Cross Connection Control Specialists, and State Certified Backflow Assembly Testers upon request.
    a. City of Spokane’s head CCS is the Superintendent.

SECTION IX

ANNUAL TESTING PROGRAM

A. SWD has developed and implemented a backflow prevention assembly testing quality assurance program. This includes:
    1. Documentation of tester certification by requiring proof of current certification of all testers.
    2. Documentation of brand, model, serial number, and date of last verification of accuracy is required on all test kits used to test backflow Preventers in SWD's jurisdiction.
        a. Verification of accuracy of test kits is required annually.
    3. A test notice for each backflow prevention assembly required to be tested is sent to the owner of the backflow preventer.
        a. Test notice lists the following information:
            1) Owner's name, address, and service number
            2) Name of business, if applicable, and contact person
            3) Assembly serial number
            4) Cross connection controlled
            5) Location of backflow preventer
            6) Type, Brand, Model, and size of backflow preventer
        b. The tester is required to correctly fill out the test report, including:
            1) System water pressure at time of test.
            2) Pressure differentials, buffer, etc. for assembly being tested
            3) Note if assembly passed or failed test
            4) Is assembly installed correctly
            5) Are there any unauthorized connections or modifications to assembly
            6) Test kit brand, model, serial number and date of last verification of accuracy
            7) Print full name and phone number
            8) Signature and certification number of tester
            9) Date of initial test
            10) If assembly failed
                a. List repairs made
                b. Person making repairs
                c. Results of final test
                d. Signature and certification number of tester
                e. Date of final test
        c. A letter contains the basics of cross connection control as described in Section VII with the addition of testing requirements and compliance date for returning test report.
            a. All notifications follow approved CCC Notification Process

i. First notice
ii. Second notice
iii. Final notice
iv. Service Interruption Notice

2) A list of verified testers is included in the letter
   a. Verified business license and insurance
   b. Verified BAT cert through state

d. Compliance date for returning completed test is included in the letter.

SECTION X

RECORD KEEPING

A. SWD has developed and maintains cross connection control records including, but not limited to, the following:
    1. A master list of:
        a. All premises that a water use survey has been completed
        b. All backflow protection installed to protect SWD's public water supply
        c. Backflow incidents known to have occurred,
    2. Information maintained in record system are:
        a. Premise that a water use survey has been completed, including:
            1) Name of premise, address, and phone number
            2) Name of owner, renter/lessee and contact person
            3) File number and service number
            4) A diary and copies of all correspondence with owner/lessee/contractor regarding water use survey, installation, inspection, testing of backflow protection, etc.
            5) Date(s) and name of CCS who performed water use survey.
            6) List of cross connections located, hazard of each, assessed hazard the premise poses to SWD's public system, and required backflow protection.
            7) Backflow protection installed to protect SWD's public water supply.
            8) These records are kept as long as the premise poses a cross-connection hazard to SWD's public water supply.
        b. Approved backflow prevention assemblies including:
            1) Name of facility, address, and phone number.
            2) Name of owner, renter/lessee and contact person.
            3) File number, assembly number and service number
            4) Location of backflow prevention assembly assessed degree of hazard, and cross connection controlled.
            5) Assembly brand, model, type, size serial number.
            6) Field test, repair and/or inspection history.
            7) Names, including certified testers numbers of those who have repaired, tested, or inspected backflow prevention assemblies.
            8) Records of individual backflow prevention assemblies are kept a minimum of 5 years after the life of the assembly.
        c. Approved air gaps installed in lieu of approved backflow prevention assemblies include:
            1) Name of premise, address, and phone number
            2) File number and service number
            3) Exact location of air gap and cross connection controlled

4) Assessed degree of hazard and date of installation
5) History of inspection and results
6) Name of inspector including certification number
7) Records of individual air gaps will be kept for a minimum of 5 years after the air gap is no longer relied on.

d. Records of all documented backflow incidents occurring in SWD's service area will be reported within 24 hours to the State. These records will be kept for a minimum of 5 years after the life of the device.
e. All cross-connection control records and reports are either maintained in a backflow protection computer database program, as hard copies, or both.
f. A cross connection control annual summary report will be submitted annually to the State using a form or format available from or approved by the State. These reports will be kept by SWD a minimum of 5 years.

SECTION XI

BACKFLOW INCIDENT INVESTIGATION PROCEDURES

A. The SWD has adopted the PNWS-ANJWA Cross Connection Control Committee Procedures for incident investigation reporting. The following attachments are provided within this Cross Connection Control Program (CCCP):
   1. Appendix A— Backflow Incident Investigation Procedures
   2. Appendix B — Water Quality Complaint Form
   3. Appendix C — Backflow Incident Response Flowchart
   4. Appendix D — Cross Connection Annual Summary Report

SECTION XII

RECLAIMED WATER

A. If/when premises served by SWD receive/utilize reclaimed water, SWD will establish a program that meets the State's requirements under a permit issued in accordance with Chapter 90.46 RCW.
B. Any property, commercial or residential, that have reclaimed water will follow all guidelines for "unapproved auxiliary water."
    1. This includes having a RPBA installed at property line, or immediately inside building.

SECTION XIII

PUBLIC EDUCATION

A. An organized and well-executed education program is essential for SWD's Cross Connection Control (CCC) program to succeed. SWD has been involved for years in educating all entities associated with the water works industry. This includes, but is not limited, to the following:
    1. CCC Organizations
        a. SWD has been actively involved in establishing, supporting, and actively participating in National (American Backflow Protection Association), Regional (Pacific Northwest Section — American Water Works Association), and Local (Spokane Regional CCC) organizations. These organizations strive to establish continuity of enforcement and requirements in CCC. In doing so, they develop various manuals, brochures, and training aids that are used in education. SWD depends on much of this material for their public education program.
    2. Water works related entities
        a. Actively involved in educating the related entities that SWD's CCC program is greatly dependent upon. This includes plumbers, plumbing inspectors, fire protection contractors, irrigation installers, etc. This is accomplished using training sessions, brochures, handouts, and face-to-face conversations.
    3. SWD Employees
        a. SWD's employees believe in the CCC program and are knowledgeable in cross connection control. This enables them to intelligently discuss, explain, and answer questions regarding CCC.
    4. SWD Customers (Residential)
        a. Attempts to educate SWD's customers have been conducted through mail stuffers and brochures, through SWD's billing statements, hand out material specifically designed for customers installing irrigation systems; displays and information booths set up in shopping malls, displays set up in SWD's business office, etc.
    5. SWD Customers (Commercial)
        a. Attempts to educate commercial customers through Water Use Surveys, brochures, picture examples, and letters. This is for but are not limited to cross connections such as soda machines, ice machines, irrigations, fire lines, reverse osmosis machines, etc.

SECTION XIV

BACKFLOW ASSEMBLY TESTER LIST

A. SWD publishes a "Tester List" each year. That process is as follows
    1. At the beginning of December each year, the CCC Team will send an email to every email of users in the backflow tracking software. That email will include the deadline of January 31st, to submit the following documents to be included on the list.
        a. Certificate of Liability Insurance
        b. State Business License
    2. The CCC Team will send a follow up email to all users in the backflow software in the beginning of January each year to remind each company.
    3. If a company does not respond with the correct documents, they will not be included in the Tester List for that year.
    4. Each year, the Tester List will be published on the CCC website.

Agenda Sheet for City Council:

Committee Meeting Information:

Finance & Administration | Discussion | 08/25/2025 | Duration: 5 min.

Status: **CLERK REVIEW**

Council Meeting Date: 09/15/2025 | Briefing date: 09/08/2025

Date Rec'd (Clerk use only)	8/20/2025
Clerk's File #	RES 2025-0072
Cross Ref #	RES 2021-0098
Project #	
Bid #	
Requisition #	
Sponsoring at Administration Request	☐

Submitting Dept*:	CITY COUNCIL		
Contact Name & Phone*:	ALEX GIBILISCO	6957	
Contact E-Mail*:	AGIBILISCO@SPOKANECITY.ORG		
Agenda Item Type*:	Resolutions		
Council Sponsor(s):	PDILLON	BWILKERSON	Council Sponsor

Lease? Yes ○ No ◉ | Grant Related? Yes ○ No ◉ | Public Works? Yes ○ No ◉

Agenda Item Name:

RESOLUTION APPOINTING AND RE-APPOINTING EQUITY SUBCOMMITTEE MEMBERS

Agenda Wording*:

Re-appointing four members and appointing four new members to the Equity Subcommittee that was established by resolution 2021-0098 forming an ad hoc equity subcommittee.

Summary (Background)*:

At the August 20th Equity Subcommittee members of the subcommittee voted to advance the names of four candidates.

Based on resolution 2024-0059 asked the subcommittee to set length of terms. The subcommittee landed in setting length of terms to three years.

Based on those new terms, four current members of the Equity Subcommittee have

Fiscal Impact

Approved in current year budget? ○ Yes ○ No ◉ N/A

Total cost: $

Current year cost: $

Subsequent year(s) cost: $

Narrative: (255 character max)

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

Funding Source ○ One-Time ○ Recurring ◉ N/A

Specify funding source: Select

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

Expense Occurrence ○ One-Time ○ Recurring ◉ N/A

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

Amount **Budget Account**

Select	$		#	
Select	$		#	
Select	$		#	
Select	$		#	
Select	$		#	
Select	$		#	

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

Advancing equity requires systematically embedding fairness in decision-making processes so City department heads, policymakers, and community organizations can recognize and remove inequities in policies and programs that serve as barriers to equality of opportunity. An engaged group of community members can provide insight to

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 application to the Equity Subcommittee collects this information provided on a voluntary basis.

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

The application to the Equity Subcommittee collects this information provided on a voluntary basis.

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?

Increased Civic participation and social health is encouraged in the Chapter 10 of the Comprehensive Plan.

Council Subcommittee Review

The Equity Subcommittee reviewed the applications of the applicants, staff and members interviewed them, and voted to recommend them to council.

Approvals		Distribution List
Dept Head		Vendor Signer (First & Last Name & E-Mail)
Division Director		
Accounting Manager	BUSTOS, KIM	
Legal	SCHOEDEL, ELIZABETH	
Executive		
Additional Approvals		
Select Dept 1		
Select Dept 2		

Select Dept 3		
Select Dept 4		

Save Cancel View Related Documents

RESOLUTION NO. 2025-0072

A resolution appointing members to the Equity Subcommittee of the City Council's Finance and Administration Committee.

WHEREAS, Resolution 2021-0098 establishes an ad hoc Equity Subcommittee of the City Council's Finance and Administration Committee; and

WHEREAS, the purposes of the Equity Subcommittee are to identify, remove, and dismantle (disrupt) racial and social economic inequities in City services, programs, and decision-making processes by collaborating with the City Council and administration leadership, and to ensure race, religion, creed, color, sex national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, do not predict one's success; and

WHEREAS, the current membership of the Equity Subcommittee reviewed the applications, and interviewed four applicants, and on August 20th, 2025, voted to recommend five new applicants to be considered by City Council; and

WHEREAS, the City council has the authority to create ad hoc committees or subcommittees for a designated term or for a specific task by City Council resolution, under City Council Rule of Procedure 6.4; and

WHEREAS, Rule 6.4 also provides that the resolution which creates the ad hoc committee can set forth "matters of committee business such as the appointment process and qualifications for membership, the number of members, and the deadline for any resulting reports of the ad hoc committee."

NOW, THEREFORE, BE IT RESOLVED that the applicants listed below are hereby appointed to membership on the City Council's Finance and Administration Committee's Equity Subcommittee:

Reappointing four members of the equity subcommittee to an additional three-year term.

Member	Term	Term Expiration
John Alder	2nd	June-28
Sarah Dixit	2nd	June-28
Kiana McKenna	2nd	June-28
KJ January	2nd	June-28

Appointing four new members to the equity subcommittee to a three-year term.

DRAFT

Member	Term	Term Expiration
Patricia Castaneda	1st	June -28
Sebastian Ruiz	1st	June – 28
Naghmana Sherazi	1st	June – 28
Luke Kobin	1st	June - 28

Two members will be up for reappointment June of 2027

Member	Term	Term Expiration
Tyler Tamoush	1st	June-27
Wendy Schatz	1st	June-27

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

DRAFT

Equity Subcommittee Applications

Name	Tell us about you and why is this work meaningful to you?	How do inequities impact you and your community?
Patricia Castaneda	I am an immigrant, Co-Founded and lead a nonprofit organization that supports immigrants and refugees. Feel that we need to show more support to the communities of immigrants and have life experience.	I witness firsthand how systemic inequities show up in everyday life—through limited access to education, housing, healthcare, and legal representation. These inequities are not theoretical for us; they are lived realities that affect the dignity, safety, and opportunities of our community members. For Manzanita House, inequities mean that a mother may not find interpretation at a medical appointment, a youth may be excluded from extracurriculars due to transportation barriers, or a family may delay seeking help for fear of immigration consequences. Personally, these inequities impact my sense of belonging, my professional responsibilities, and my constant advocacy for those whose voices are most often unheard. Because of this, our work is rooted in equity, cultural humility, and transformation. We are committed to creating training and partnerships that

		do not just name inequities—but actively dismantle them.
Sebastian Ruiz	I'm a latino male who recently moved to the city. I work with local organizations Mujeres in Action to ensure that domestic violence survivors and immigrants have a support system and access to public spaces in Spokane. In this position I've had the opportunity to connect with many other organizations and could liaison between them and the council.	The city of Spokane has had some accomplishments accommodating non-native english-speakers, and much more remains to be done in terms of language access and culturally responsive domestic violence policy. Many Latinos remain afraid of seeking help from law enforcement in times of danger out of fear of arbitrary persecution, often due to experiences of discrimination, or simple language barriers.

Naghmana Sherazi	I am a long time resident of Spokane and involved with many local and statewide non-profits around the realm of immigrants and refugees, safety, justice, climate and environmental issues. I work in equity and feel I need to be more connected locally around that because I live here work here, am bringing up a child here and have made my home here for several years. Being a person of color and a minority, I want to bring my perspective and the perspective of other people like me to the City so our needs are met when policy decisions are being made that affect people like us.	Coming from a minority group, being a person of color, being an immigrant - inequities impact me every day. Be it socioeconomic status, education, housing, jobs and opportunities to gather with folks from my community, inequities impact me on every level, every day.
Luke Kobin	I'm passionate about helping underserved communities because I've seen how access to housing, education, and support can change lives. This work is meaningful to me because it creates real, lasting impact — giving people the tools and hope they need to succeed.	As someone from the COFA community, I've seen how inequities in housing, education, and language access hold our people back. Many of us come to the U.S. with hopes for a better life, but we face barriers every step of the way — from struggling to find stable housing to being misunderstood because of limited English. I've watched family and friends work hard but still fall through the cracks. That's why I care so deeply about creating

		systems that truly support our community’s success.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2025

Committee Agenda type: Discussion

Council Meeting Date: 09/15/2025

Date Rec'd	8/21/2025		
Clerk's File #	RES 2025-0073		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	JACKSON DEESE 6716	**Requisition #**	
Contact E-Mail	JDEESE@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	RESOLUTION RELATED TO COUNCIL FUNDING PRIORITIES ON CYCLE 14		

Agenda Wording

A Resolution relating to the Spokane Safe Streets for All Fund and designating Council priorities for selection of projects.

Summary (Background)

A Resolution relating to the Spokane Safe Streets for All Fund and designating Council priorities for selection of projects.

What impacts would the proposal have on historically excluded communities?

Following state law, historically excluded communities will be included in analysis of project locations.

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?

Maintaining quality investments in projects in locations that have been identified using many of these categories as methods of analysis.

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

Reductions in crashes and behavior that increases crash severity, such as speeding.

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

Follows state law on traffic calming analysis, including connectivity with Bike and Pedestrian Master Plans and 27x2027 Urban Mobility Network.

Council Subcommittee Review

N/A, no applicable subcommittee

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 5,000,000
Current Year Cost	**$** Dependent on previous cycle encumbrances.
Subsequent Year(s) Cost	**$** No more than $5,000,000 total

Narrative

Council budgeted Spokane Safe Streets for All funds to be used for traffic calming projects in Cycle 14, which would be adaptive projects in 2026 and permanent in 2027

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	One-Time

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

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

Distribution List	
	nzollinger@spokanecity.org

RESOLUTION NO. 2025-0073

A resolution relating to the Spokane Safe Streets for All Fund and designating Council priorities for selection of projects.

WHEREAS, there is an urgent need to make our streets safer; and

WHEREAS, Council would like to make their project selection priorities clear for staff and the Transportation Commission; and

WHEREAS, on August 26, 2019, the City Council enacted ordinance C35809, establishing new Section 07.08.148 in the Spokane Municipal Code to create the "Traffic Calming Fund" into which funds from automated traffic safety cameras infractions were deposited; and

WHEREAS, on July 10, 2023, City Council passed Resolution 2023-0057, attempting to streamline the traffic calming project and funding cycles; and

WHEREAS, on November 4, 2024, the City Council passed Resolution 2024-0103, endorsing a 27-mile urban mobility network by the end of 2027; and

WHEREAS, on November 14, 2024, the City Council enacted ordinance C36601, renaming the "Traffic Calming Fund" to the "Spokane Safe Streets for All Fund"; and

WHEREAS, under SMC 07.08.148, funds in the Spokane Safe Streets for All Fund are to be used to pay for "traffic calming measures" and such operational expenses associated with the automated safety camera program; and

WHEREAS, in 2024, the Washington State Legislature enacted Engrossed Substitute Senate Bill 2384, which, among other provisions, allows revenues generated from automated safety-camera programs to be devoted to a broader array of traffic calming measures, including stops signs, adaptive design, and speed tables and has guidelines on the use of equity analyses required in the placement of traffic enforcement cameras and projects funded by the revenues of traffic enforcement cameras;

NOW, THEREFORE, BE IT RESOLVED, that the City Council will authorize up to $5 million in Spokane Safe Streets for All funds to be used in Cycle 14 projects; and

BE IT FURTHER RESOLVED, that the City Council will authorize no less than $300,000 of Cycle 14 projects be used for adaptive traffic calming strategies; and

BE IT FURTHER RESOLVED, that the City Council will authorize no less than $3,800,000 of Cycle 14 projects be used for the 27 by 2027 network.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Discussion

Council Meeting Date: 09/08/2025

Date Rec'd	7/23/2025
Clerk's File #	ORD C36742
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	ADAM 6913
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	PDILLON ZZAPPONE
Sponsoring at Administrators Request	YES
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	0520 DAYCARES AND CHILDCARE CENTERS INTERIM ZONING ORDINANCE

Agenda Wording

An interim zoning ordinance permitting daycare and childcare centers in all residential and commercial zones; amending SMC Sections 17C.111.100, 17C.111.110, and 17C.190.430.

Summary (Background)

The City's H.O.M.E. Starts Here Initiative seeks to improve economic security and housing stability by removing barriers to employment. Access and the cost of childcare are significant barriers to employment for some families in Spokane. 2025 Senate Bill 5509 requires cities to permit daycare facilities in residential areas. Implementation of Senate Bill 5509 is a required part of the City's periodic update to its Comprehensive Plan under the Growth Management Act, which is due in December 2026. This ordinance implements SB 5509 early by allowing daycares and childcare centers in all residential and commercial zones without requiring a conditional use process.

What impacts would the proposal have on historically excluded communities?

According to a study from the Washington State Department of Children, Youth, and Families (DCYF), less than 30% of families in Spokane County with pre-school children have their child care needs met. A study published by the University District found that nearly 7,000 children lack the childcare they need in the zip codes surrounding the University District. This ordinance intends to remove a zoning barrier to expanding childcare access in the community.

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?

Early learning and childcare center licensing data is captured and reported by the Washington State Department of Children, Youth, and Families.

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

Early learning and childcare center licensing data is captured and reported by the Washington State Department of Children, Youth, and Families. The City may measure the effectiveness of this policy by reviewing local permit data for the siting of daycare and childcare facilities in the RA, R1, and R2 zones previously requiring a conditional use process.

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 Social Health Policy 2.5 Senate Bill 5509

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

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	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

ORDINANCE NO. C36742

An interim zoning ordinance permitting daycare and childcare centers in all residential and commercial zones; amending SMC Sections 17C.111.100, 17C.111.110, and 17C.190.430.

WHEREAS, the City's H.O.M.E. Starts Here Initiative seeks to improve economic security and housing stability by removing barriers to employment; and

WHEREAS, access and the cost of childcare are significant barriers to employment for some families in Spokane; and

WHEREAS, 2025 Senate Bill 5509 requires cities to permit daycare facilities in residential areas; and

WHEREAS, implementation of Senate Bill 5509 is a required part of the City's periodic update to its Comprehensive Plan under the Growth Management Act, which is due in December 2026; and

WHEREAS, according to a study from the Washington State Department of Children, Youth, and Families (DCYF), less than 30% of families in Spokane County with pre-school children have their child care needs met; and

WHEREAS, a study published by the University District found that nearly 7,000 children lack the childcare they need in the zip codes surrounding the University District; and

WHEREAS, the Brown Administration and City Council seek to remove barriers to childcare by allowing daycares and childcare centers in all residential and commercial zones.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Interim Zoning Ordinance Adopted. An interim zoning ordinance is adopted as specific in Section X of this ordinance.

Section 2. Purpose. The purpose of this interim zoning ordinance is to remove barriers to establishing daycare and childcare centers by allowing these uses in all residential zones.

Section 3. Duration of Interim Zoning Ordinance. This interim zoning ordinance shall be in effect until xxx. It is anticipated that while this interim zoning ordinance is in effect, the City will evaluate how to make these measures permanent, pursuant to SB 5509 adopted by the state legislature in 2025. This evaluation will be consistent with the public notice and participation processes set forth in SMC 17G.025.

Section 4. Work Plan. Pursuant to RCW 36.70A.390, a work plan for studies related to this ordinance shall include continued public participation and noticing pursuant to SMC 17G.025, modifications to the Comprehensive Plan, and evaluation of the effects of this ordinance with respect to expanded access to childcare.

Section 5. That Section 17C.111.040 of the Spokane Municipal Code is amended to read as follows:

Section 17C.111.100 Residential Zone Primary Uses

A. Permitted Uses (P).

Uses permitted in the residential zones are listed in Table 17C.111.100-1 with a "P." These uses are allowed if they comply with the development standards and other standards of this chapter.

B. Limited Uses (L).

Uses permitted that are subject to limitations are listed in Table 17C.111.100-1 with an "L." These uses are allowed if they comply with the limitations as listed in the footnotes following the table and the development standards and other standards of this chapter. In addition, a use or development listed in SMC 17C.320.080, Decision Criteria, is also subject to the standards of this chapter. The paragraphs listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from Table 17C.111.100-1.

C. Conditional Uses (CU).

Uses that are allowed if approved through the conditional use review process are listed in Table 17C.111.100-1 with a "CU." These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards and other standards of this chapter. Uses listed with a "CU" that also have a footnote number in the table are subject to the standards cited in the footnote. In addition, a use or development listed in SMC 17C.320.080, Decision Criteria, is also subject to the standards of this chapter. The conditional use review process and approval criteria are stated in SMC 17C.320, Conditional Uses.

D. Uses Not Permitted (N).

Uses listed in Table 17C.111.105-1 with an "N" are not permitted. Existing uses in categories listed as not permitted are subject to the standards chapter 17C.210 SMC, Nonconforming Situations.

TABLE 17C.111.100-1

RESIDENTIAL ZONE PRIMARY USES
(Click here to view PDF)

Use is: P - Permitted N - Not Permitted L - Allowed, but special limitations CU - Conditional Use review required	RA	R1	R2	RMF	RHD
RESIDENTIAL CATEGORIES					
Group Living [1]	L/CU	L/CU	L/CU	L/CU	L/CU
Residential Household Living	P	P	P	P	P
COMMERCIAL CATEGORIES					
Adult Business	N	N	N	N	N
Commercial Outdoor Recreation	N	CU	CU	CU	CU
Commercial Parking	N	N	N	N	N
Drive-through Facility	N	N	N	N	N
Major Event Entertainment	N	N	CU	CU	CU
Office	N	N	N	CU[2]	CU[2]
Quick Vehicle Servicing	N	N	N	N	N

Retail Sales and Service	N	N	N	N	N
Mini-storage Facilities	N	N	N	N	N
Vehicle Repair	N	N	N	N	N
INDUSTRIAL CATEGORIES					
High Impact Uses	N	N	N	N	N
Industrial Service	N	N	N	N	N
Manufacturing and Production	N	N	N	N	N
Railroad Yards	N	N	N	N	N
Warehouse and Freight Movement	N	N	N	N	N
Waste-related	N	N	N	N	N
Wholesale Sales	N	N	N	N	N
INSTITUTIONAL CATEGORIES					
Basic Utilities [3]	L	L	L	L	L
Colleges	CU	CU	CU	P	P
Community Service	L[4]/CU	L[4]/CU	C[4]/CU	P	P
Daycare ((~~[5]~~))	((~~L~~)) P	((~~L~~)) P	((~~L~~)) P	P	P
Medical Center	CU	CU	CU	CU	CU
Parks and Open Areas	P	P	P	P	P
Religious Institutions	L[((~~6~~))5]/CU	L[((~~6~~))5]/CU	L[((~~6~~))5]/CU	P	P
Schools	L[((~~7~~))6]/CU	L[((~~7~~))6]/CU	L[((~~7~~))6]/CU	P	P
OTHER CATEGORIES					

Agriculture	L[((8))7]	N	N	N	N
Aviation and Surface Passenger Terminals	N	N	N	N	N
Detention Facilities	N	N	N	CU	CU
Essential Public Facilities	CU	CU	CU	CU	CU
Mining	N	N	N	N	N
Rail Lines and Utility Corridors	CU	CU	CU	CU	CU
Notes: * The use categories are described in chapter 17C.190 SMC. * Standards that correspond to the bracketed numbers [ ] are stated in SMC 17C.111.110. * Specific uses and development may be subject to the standards in SMC 17C.320.080.					

Section 6. That Section 17C.111.040 of the Spokane Municipal Code is amended to read as follows:

Section 17C.111.110 Limited Use Standards

The uses listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from Table 17C.111.100-1.

((A))1. Group Living.

This regulation applies to all parts of Table 17C.111.100-1 that have a note [1]. Group living uses are also subject to the standards of chapter 17C.330 SMC, Group Living.

((1))a. General Standards.

All group living uses in RA, R1, R2, RMF, and RHD zones, except for alternative or post incarceration facilities, are regulated as follows:

((a))i. All group living uses are subject to the requirements of chapter 17C.330 SMC, Group Living, including the maximum residential density provisions of Table 17C.330.120-1.

((b))ii. Group living uses for more than six residents are a conditional use in the RA and R1 zones, subject to the standards of chapter 17C.320 SMC,

Conditional Uses, and the spacing requirements of SMC 17C.330.120(B)(2).

((c))iii. Group living uses for more than twelve residents are a conditional use in the R2 and RMF zones, subject to the standards of chapter 17C.320 SMC, Conditional Uses, and the spacing requirements of SMC 17C.330.120(B)(2).

((d))iv. Exception.

Normally all residents of a structure are counted to determine whether the use is allowed or a conditional use as stated in subsections (A)(1)(a), (b) and (c) of this section. The only exception is residential facilities licensed by or under the authority of the state of Washington. In these cases, staff persons are not counted as residents to determine whether the facility meets the twelve-resident cut-off above, for which a conditional use permit is required.

((2))b. Alternative or Post Incarceration Facilities.

Group living uses, which consist of alternative or post incarceration facilities, are conditional uses regardless of size and are subject to the provisions of chapter 17C.320 SMC, Conditional Uses. They are also subject to the standards of chapter 17C.330 SMC, Group Living.

((B))2. Office.

1. This regulation applies to all parts of Table 17C.111.100-1 that have a note [2]. Offices in the RMF and RHD zones and are subject to the provisions of chapter 17C.320 SMC, Conditional Uses and are processed as a Type III application.

((C))3. Basic Utilities.

This regulation applies to all parts of Table 17C.111.100-1 that have a note [3]. Basic utilities that serve a development site are accessory uses to the primary use being served. In the RA, R1, and R2 zones, a one-time addition to an existing base utility use is permitted, provided the addition is less than fifteen hundred square feet and five or less parking stalls located on the same site as the primary use. The addition and parking are subject to the development standards of the base zone and the design standards for institutional uses. New buildings or larger additions require a conditional use permit and are processed as a Type III application. New buildings or additions to existing base utilities uses are permitted in the RMF and RHD zones.

((D))4. Community Service Facilities.

This regulation applies to all parts of Table 17C.111.100-1 that have a note [4]. In the RA, R1, and R2 zones, a one-time addition to an existing community services use is permitted, provided the addition is less than fifteen hundred square feet and three or

less parking stalls located on the same site as the primary use. The addition and parking are subject to the development standards of the base zone and the design standards for institutional uses. New buildings or larger additions require a conditional use permit and are processed as a Type III application. New buildings or additions to existing community services uses are permitted in the RMF and RHD zones.

((~~E. Daycare.~~))

((~~This regulation applies to all parts of Table 17C.111.100-1 that have a note [5]. Daycare uses are allowed by right if locating within a building or residence and providing services to no more than twelve (children or clients). Daycare facilities for more than twelve children are a conditional use and are processed as a Type II application in the RA, R1, and R2 zones. However, in the R1 zone, daycare centers up to forty children are permitted if locating within a building that currently contains or did contain a college, medical center, school, religious institution, or a community service facility.~~))

((~~F~~)) 5. Religious Institutions.

This regulation applies to all parts of Table 17C.111.100-1 that have a note [6]. In the RA, R1, and R2 zones, a one-time addition to religious institutions is permitted, provided the addition is less than one thousand five hundred square feet and fifteen or less parking stalls located on the same site as the primary use. The addition and parking are subject to the development standards of the base zone and the design standards for institutional uses. New buildings or larger additions require a conditional use permit and are processed as a Type II application. The Planning Director may require a Type II conditional use permit application be processed as a Type III application when the Director issues written findings that the Type III process is in the public interest. Applicants must comply with the community meeting requirements set forth in SMC 17G.061.110 prior to submitting an application. New buildings or additions to existing religious institutions uses are permitted in the RMF and RHD zones.

((~~G~~)) 6. Schools.

This regulation applies to all parts of the Table 17C.111.100-1 that have a note [7]. In the RA, R1, and R2 zones, a one-time addition to schools is permitted, provided the addition is less than five thousand square feet and five or less parking stalls located on the same site as the primary use. The addition and parking are subject to the development standards of the base zone and the design standards for institutional uses. New buildings or larger additions require a conditional use permit and are processed as a Type II application. The Planning Director may require a Type II conditional use permit application be processed as a Type III application when the Director issues written findings that the Type III process is in the public interest. Applicants must comply with the community meeting requirements set forth in SMC 17G.061.110 prior to submitting an application.

((~~H~~)) 7. Agriculture.

This regulation applies to all parts of Table 17C.111.100-1 that have a note [8]. The keeping of large and small domestic animals, including bees, is permitted in the RA zone. See chapter 17C.310 SMC, Animal Keeping, for specific standards.

Section 7. That Section 17C.190.430 of the Spokane Municipal Code is amended to read as follows:

Section 17C.190.430 Daycare

A. Characteristics.

Daycare use includes ((~~day or evening care for two or more children outside of the children's homes for a fee~~)) childcare centers and family day care providers as defined in RCW 43.216.010. Daycare uses also include the daytime care of teenagers or adults who need assistance or supervision.

B. Accessory Uses.

Accessory uses include offices, play areas, and parking.

C. Examples.

Examples include preschools, early learning centers, nursery schools, ((~~latch key~~)) latchkey programs, and adult daycare programs.

((~~D. Exceptions.~~))

((~~Daycare use does not include care given by the parents, guardians, or relatives of the children or by babysitters. Daycare use also does not include care given by a "family daycare" provider as defined by RCW 74.15.020 if the care is given to twelve or fewer children at any one time including the children of the provider. Family daycare is care regularly given in the family living quarters of the provider's home.~~))

Section 8. 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 9. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or

regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

SPOKANE UNIVERSITY DISTRICT

early learning and care needs assessment

MAY 2025

UNIVERSITY DISTRICT

community-minded ENTERPRISES

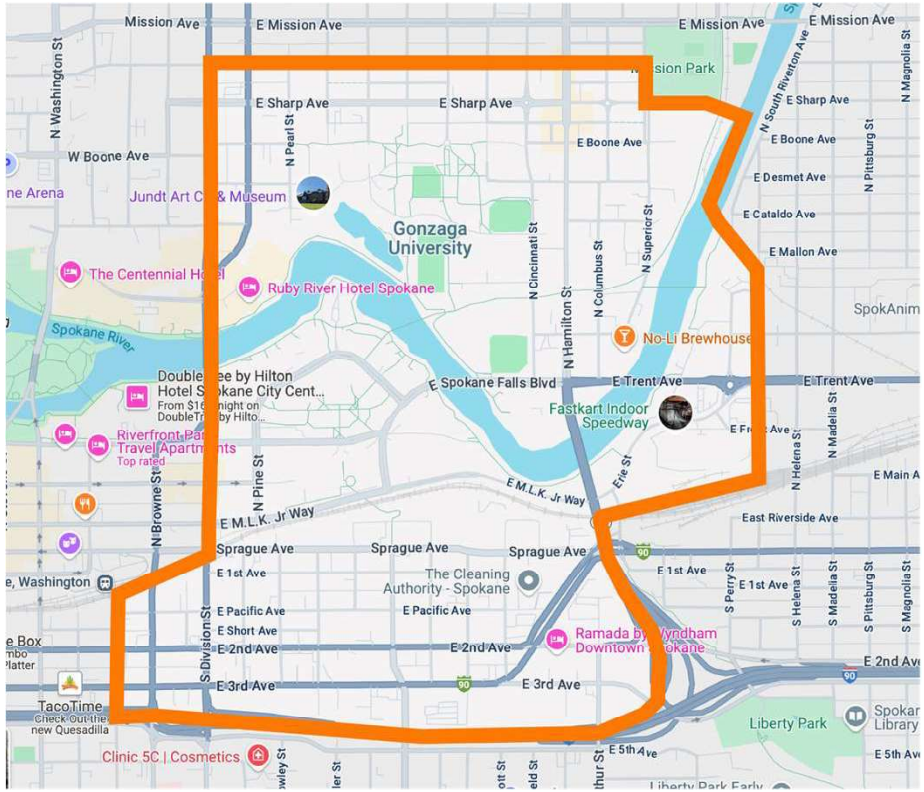
Arrowleaf Consulting

Prepared by Arrowleaf Consulting | arrowleafgroup.com



PURPOSE

The purpose of this study was to assess the need for a new child care center in the Spokane University District and to help inform the design of an early learning and care program.



METHODS

Secondary data

- US Census
- WA Department of Children, Youth, and Families (DCYF)

Community survey

(n=260)

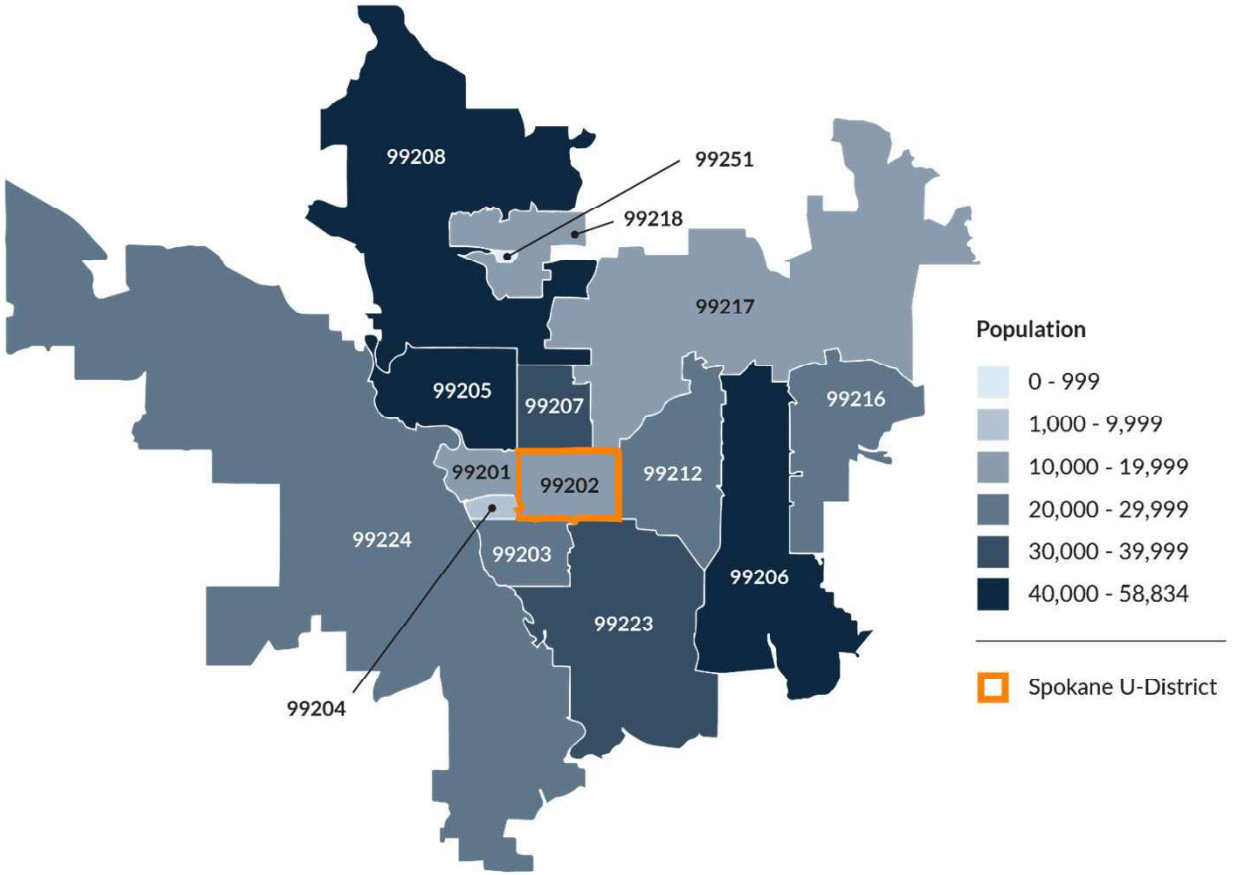
5 focus groups

(43 participants)

STUDY AREA OVERVIEW

19,956 people

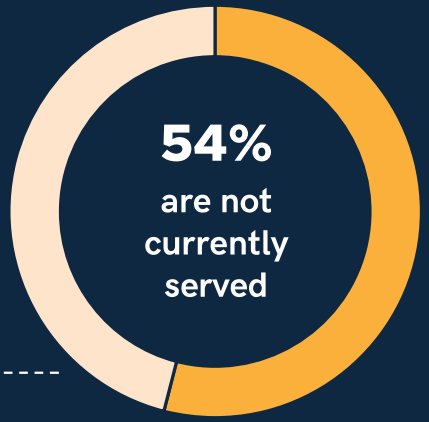
live in the University District's primary zip code (99202)



STUDY AREA OVERVIEW (CONTINUED)

DCYF estimates there are **1,068 children who need child care** in the University District's primary zip code (99202).

OF THOSE →





154 infants
(77% unserved)

261 toddlers
(65% unserved)

164 preschoolers
(52% unserved)

FURTHERMORE,

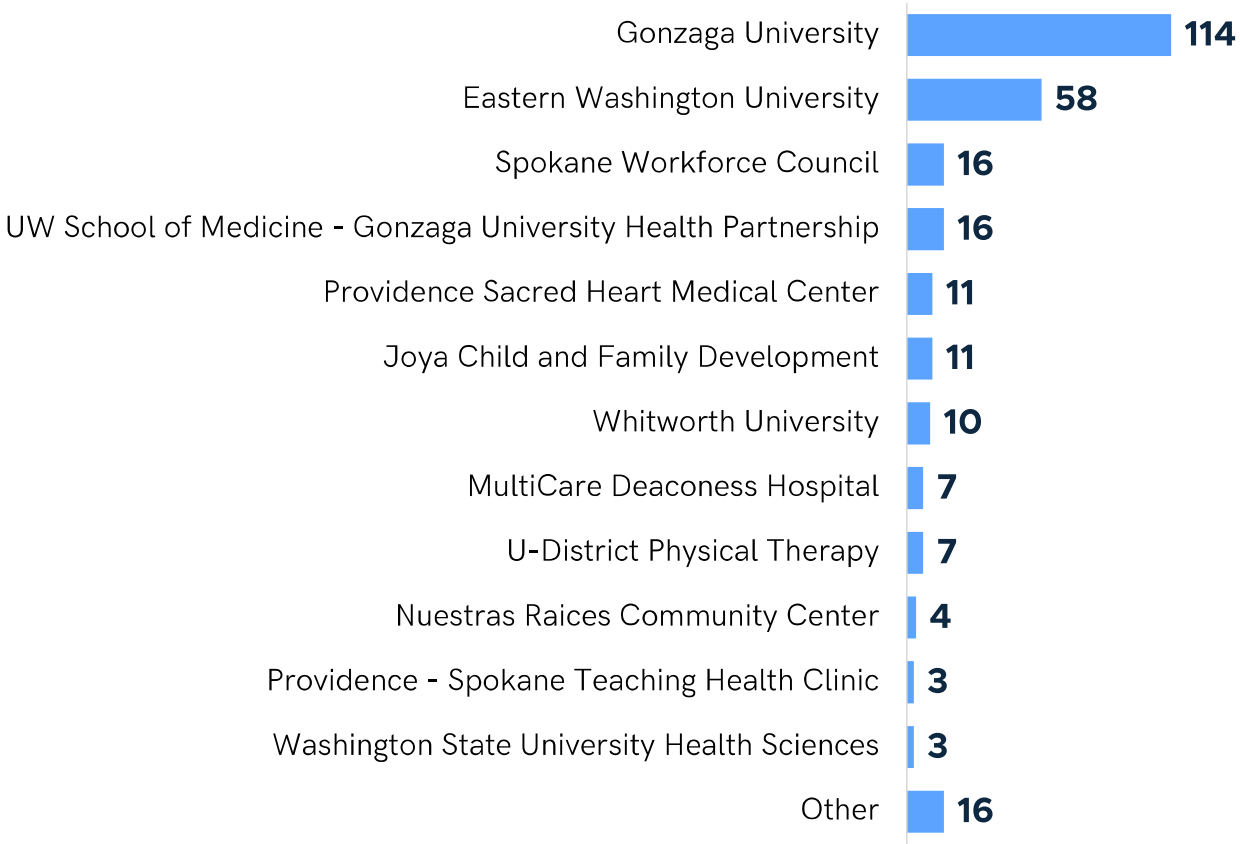
6,684 children in the eight Spokane zip codes closest to the University District do not have the child care they need.

STUDY PARTICIPANT CHARACTERISTICS

Where survey participants work or study.

They could select all that apply to them. (n=259)





STUDY PARTICIPANT CHARACTERISTICS (CONTINUED)

OF SURVEY RESPONDENTS



75% are employees in the organization(s) they are affiliated with (n=259)



30% are students in the organization(s) they are affiliated with (n=259)



80% of student survey respondents are full-time students (n=59)



76% have one or more children aged 12 years old or younger (n=259)

- **25%** have ≥1 infant
- **29%** have ≥1 toddler
- **42%** have ≥1 preschooler
- **63%** have ≥1 school-age child



26% are planning to have a baby or adopt a child in the next 1-2 years (n=259)

↳ Note, if they do not currently have ≥1 under 12 years old and are not planning to have a baby or adopt, then they skipped to the end of the survey.

STUDY PARTICIPANT CHARACTERISTICS (CONTINUED)

OF SURVEY RESPONDENTS



9% have a child with a disability or developmental delay (n=193)



11% are single parents (n=204)



13% are eligible for the WA Early Childhood Education and Assistance Program (ECEAP) (n=175)

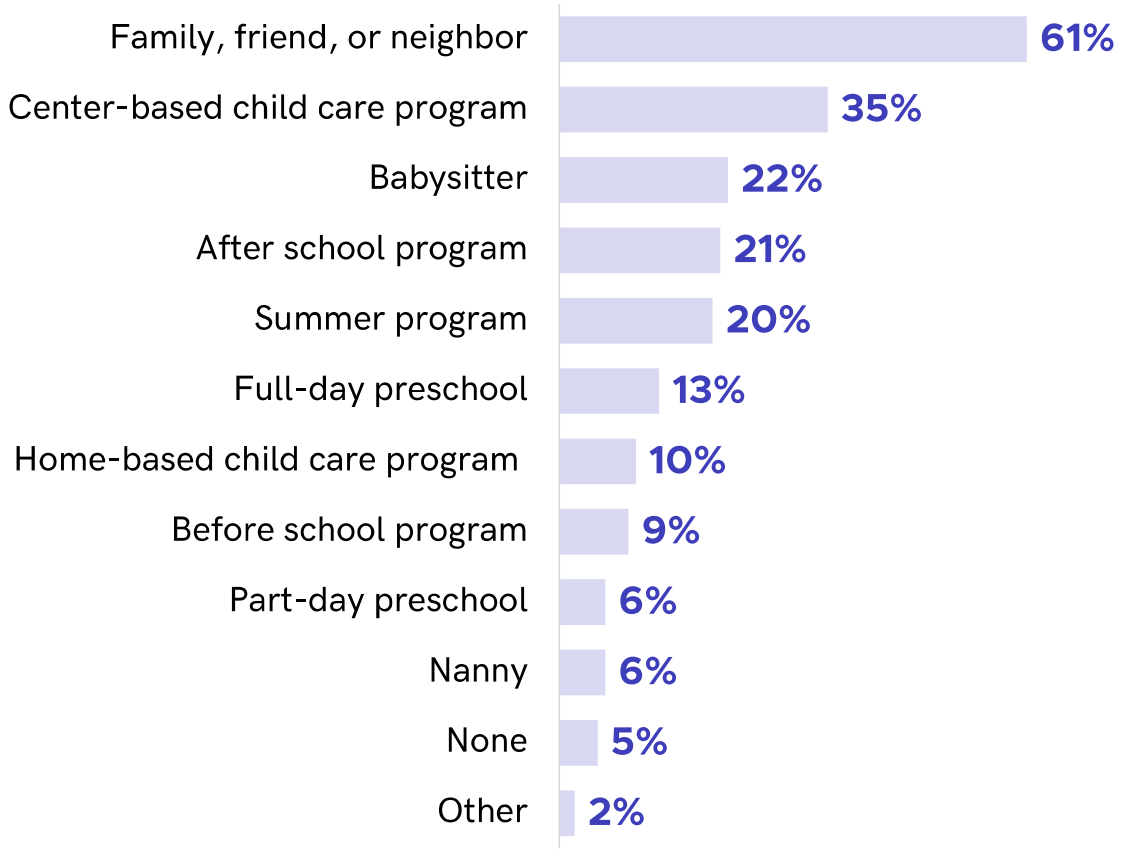


30% are eligible for the WA Working Connections Child Care (WCCC) subsidy program (n=175)

↳ However, only 7% said they are eligible compared to 67% who said they are not and 27% said they do not know if they are.

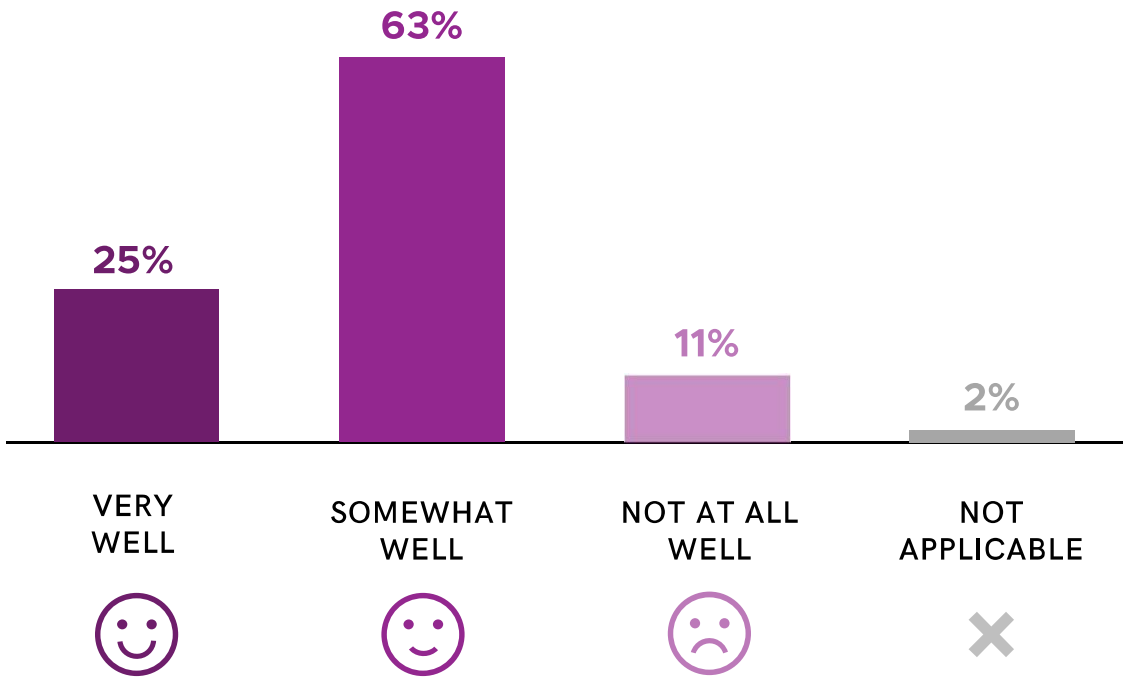
SURVEY PARTICIPANTS' CURRENT ARRANGEMENTS

The largest percentage (61%) said they used family, friends, or neighbors for child care in the last 12 months in contrast to 35% who used a center-based program and 10% who used a home-based program (n=206).



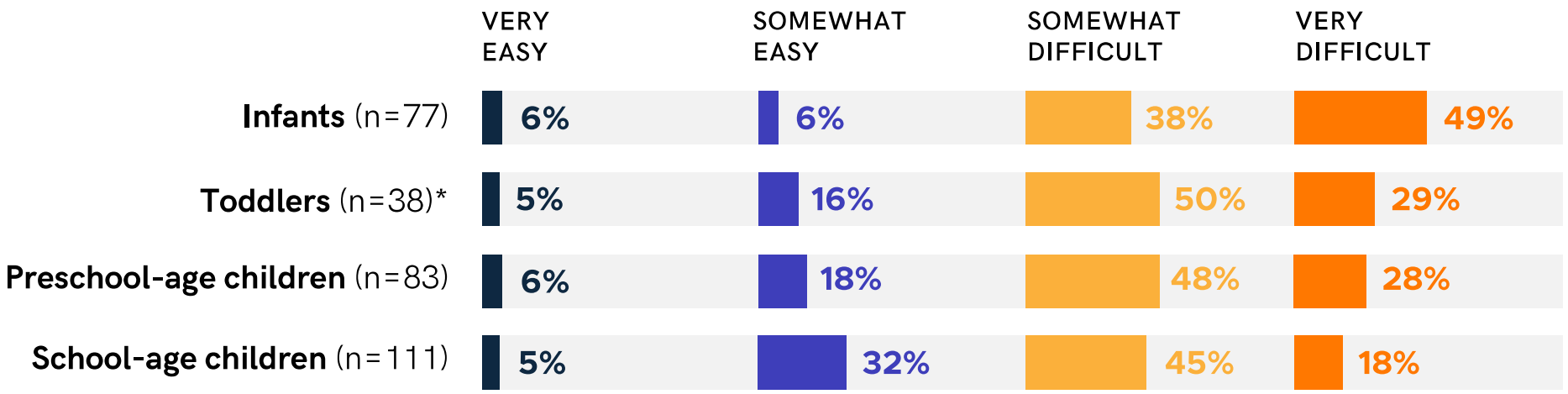
SURVEY PARTICIPANTS' CURRENT ARRANGEMENTS

Most (63%) said their current child care arrangements meet their child care needs "somewhat well" (n=195)



CHILD CARE CHALLENGES

The majority of respondents said it has been difficult to get the child care they need for all ages of children and have experienced the greatest difficulty getting care for infants.



*GU unintentionally omitted this question for toddlers

CHILD CARE CHALLENGES (CONTINUED)

77%

of the 22 respondents who said they have a child with a disability or developmental delay said it has been difficult to get the child care needed for their child.

TOP-FIVE

Greatest challenges for the largest number of respondents (n=189)



94%

Finding affordable child care



92%

Finding high-quality child care



89%

Finding a child care provider you trust



86%

Finding child care near your classes, home, or work

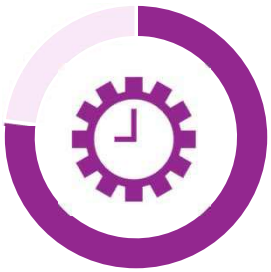


81%

Finding child care at the times when you need it

IMPACTS

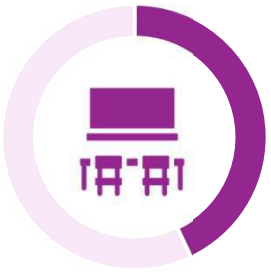
DUE TO CHILD CARE DIFFICULTIES



77%
have had to work **fewer hours** than they wanted
(n=178)



85%
feel their job performance or **career goals have been limited**
(n=190)



43%
of students have taken fewer classes than they wanted
(n=53)



94%
of students feel their academic performance has been limited
(n=53)



68%
of students are influenced to take classes online
(n=31)

IMPACTS (CONTINUED)

FOCUS GROUP PARTICIPANTS SAID

"I felt really stuck between a rock and a hard place in that **I can't afford not to work, but I also can't afford to work**."

"**My paycheck basically just covers child care at this point.** We're not profiting at all and that's just for two days, which is pretty, I don't know, hard soul sucking sometimes, worth it to have a career, and frustrating."

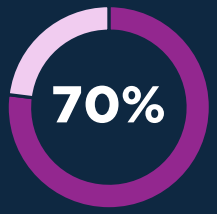
"**We have had three women leave their jobs where I work because of child care.** We have lost out on good employees because of child care needs and that's just in the past six months."

"I've been accepted into a master's program and right now **looking at what the master's program [schedule]…and my child care needs for my daughter, the two just aren't matching up.** I'm not understanding how I'm going to be able to make this happen."

"I'm extending med school into a fifth year, which is not the best for applying to residencies and things down the road, just because **we've got balance child care versus going to class**."

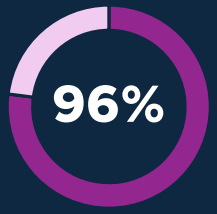
NEED AND INTEREST IN A UNIVERSITY DISTRICT CHILD CARE CENTER

OF SURVEY PARTICIPANTS



said there is a ***high need*** for a child care center in the University District

another 23% said there is a moderate need (n=235).

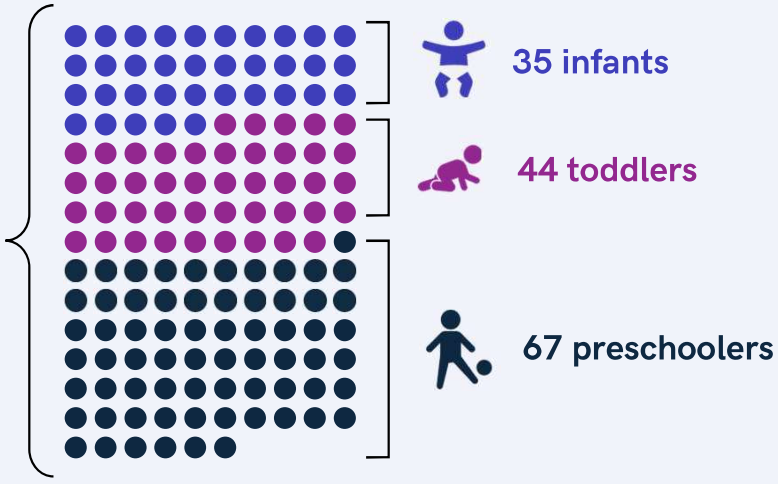


said they would be interested in using a child care center in the University District (n=211).

A child care center at the scale under consideration could have **three classrooms.**

One each for infant, toddler, and preschool age groups for a total of 42 slots.

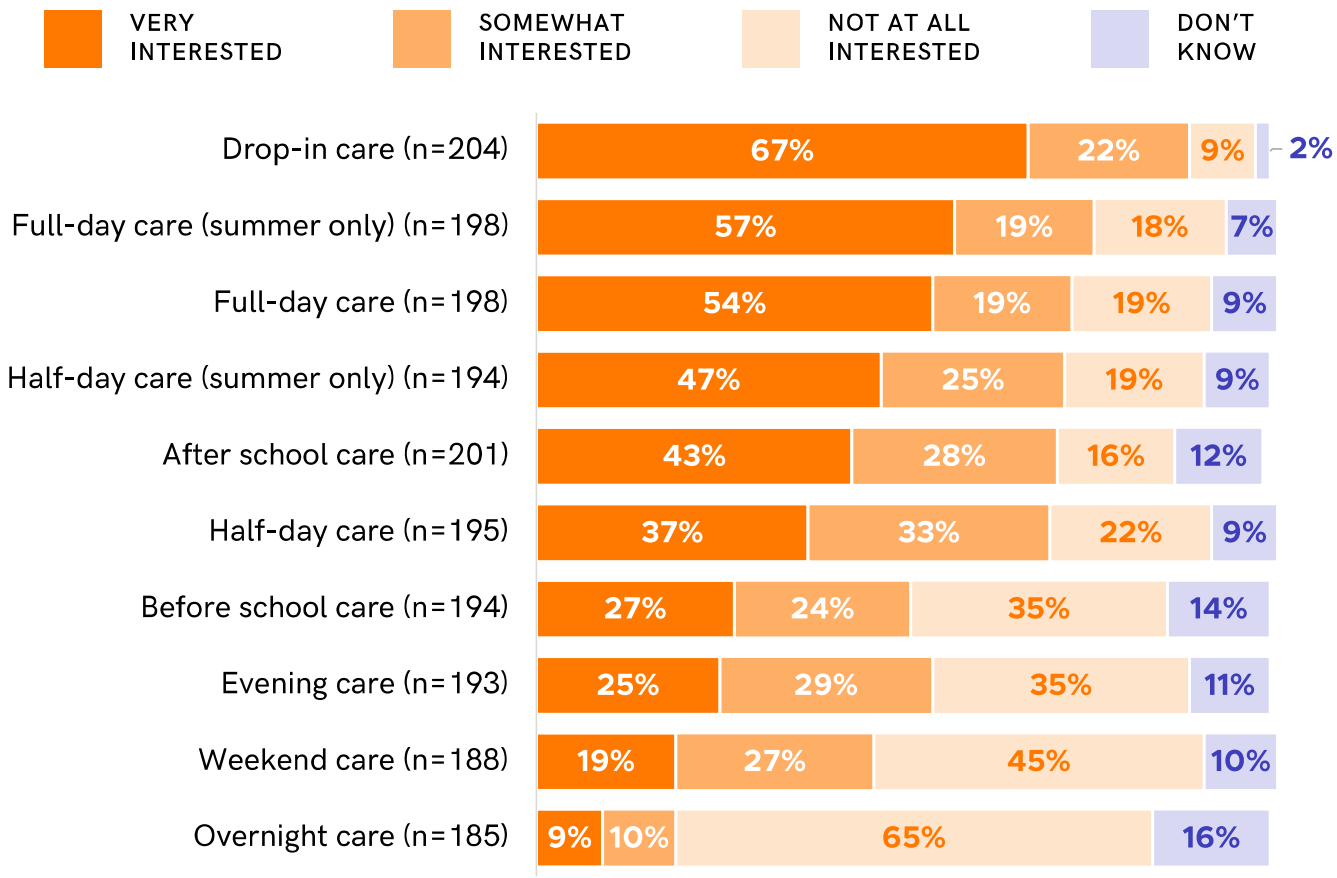
Survey respondents alone have (collectively) **146 children under 5 years old**



NEED AND INTEREST IN A UNIVERSITY DISTRICT CHILD CARE CENTER (CONTINUED)

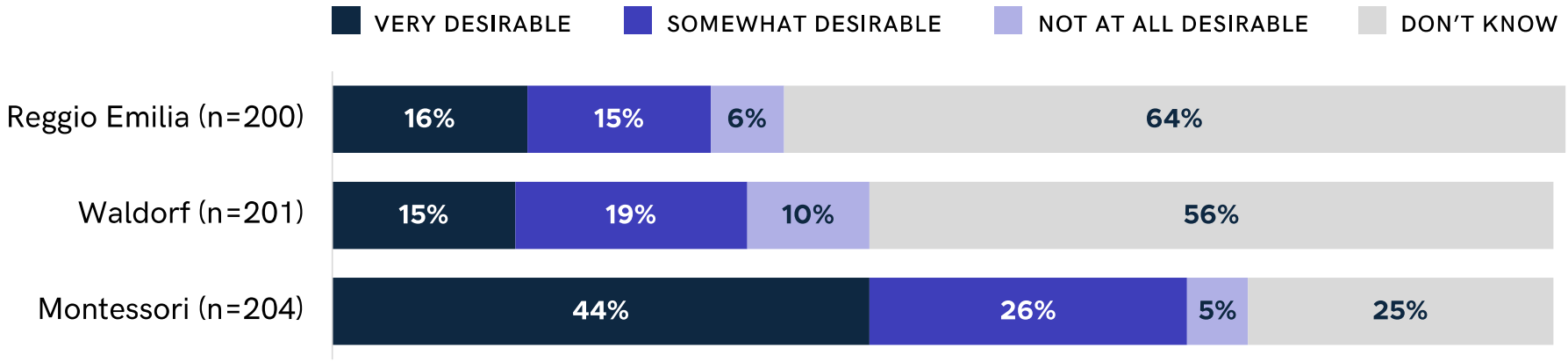
Interest in specific types of care in the University District

The majority expressed some level of interest in nearly all the options we asked about, with the largest number expressing the highest interest in drop-in, full-day, and half-day options.



NEED AND INTEREST IN A UNIVERSITY DISTRICT CHILD CARE CENTER (CONTINUED)

The largest number of survey respondents expressed the highest interest in a Montessori model when asked; however, many in focus groups and open-ended survey responses said they would be happy with a high-quality program of any kind:



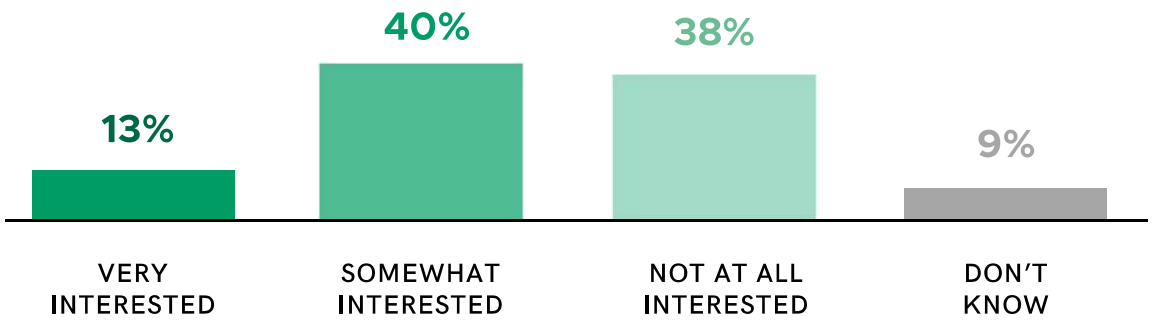
"I personally have no preference on the curriculum…**just having somewhere that I know is safe for my child to be at is enough."**
— Focus group participant

"Price is a big priority."
— Focus group participant

NEED AND INTEREST IN A UNIVERSITY DISTRICT CHILD CARE CENTER (CONTINUED)

Complementary strategies that could help meet some needs

53%
of respondents expressed interest in participating in a **parent cooperative preschool** arrangement.



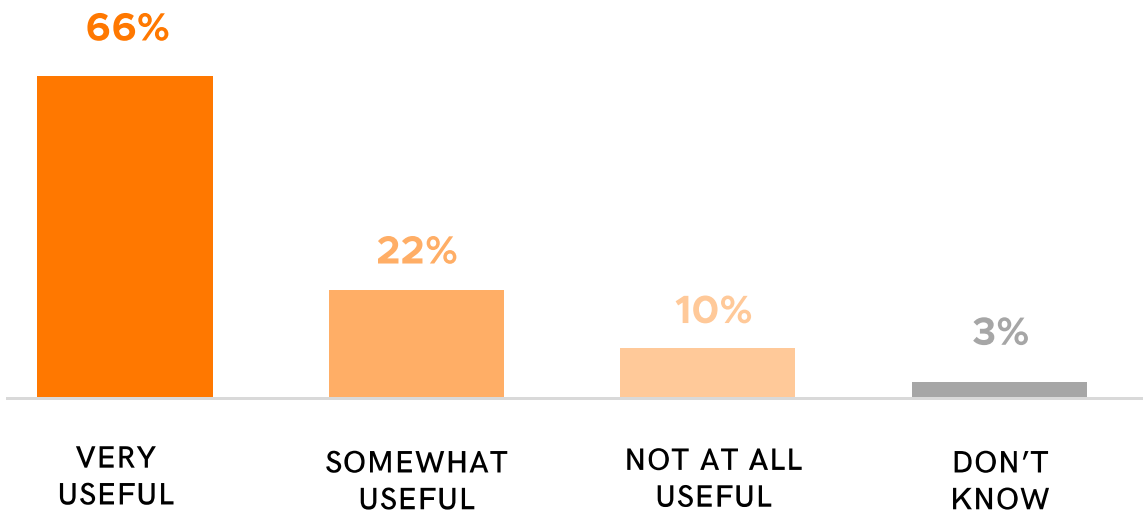
A parent cooperative preschool is organized by a group of families who hire a trained teacher to lead the program. The children's parents/guardians volunteer a percentage of time to help in the classroom on a rotating basis and provide administrative support.

Spokane Falls Community College provides support for parent cooperative preschools.

NEED AND INTEREST IN A UNIVERSITY DISTRICT CHILD CARE CENTER (CONTINUED)

88%

of respondents said it would be useful to have a **directory of local babysitters** who have been trained and certified in skills such as basic first aid, what to do during an emergency, how to choose age-appropriate activities, and how to handle behaviors (n=209).



SPOKANE COUNTY STATE OF THE CHILDREN ECONOMIC IMPACT



37,361 CHILDREN UNDER SIX

61% HAVE ALL PARENTS IN THE WORKFORCE

39% DO NOT HAVE ACCESS TO EARLY LEARNING

37% IN LOW-INCOME HOUSEHOLDS

51% KINDERGARTEN READY

AFFORDABILITY OF CHILD CARE

PERCENT OF INCOME PAID

Child care costs place a tremendous burden on families, impacting work time, productivity, and long-term career. The average income of a family of four in our region is $122,875. The typical cost of child care for a family with one infant and one preschooler in center-based care is $28,920, 24% of their income.

A FAMILY OF FOUR WOULD PAY 24% OF THEIR INCOME FOR TWO CHILDREN IN CHILD CARE.

THE WASHINGTON STATE DEPARTMENT OF COMMERCE STATES CHILD CARE SHOULD COST NO MORE THAN 7% OF INCOME.

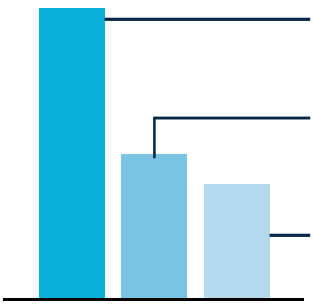
PRICE BY AGE GROUP

- **$14,100** INFANTS: <1 YR
- **$12,000** TODDLERS: 1 - 2 YRS
- **$10,800** PRESCHOOLERS: 3 - 5 YRS
- **$7,020** SCHOOL-AGE: 6 - 12 YRS

CHILD CARE PROGRAMS AS SMALL BUSINESS

ECONOMIC IMPACT

Estimates show a significant difference between child care costs and the current WCCC subsidy rate, and an even greater gap with what families can pay.



$23,636 cost of quality child care* (yearly)

$13,765 maximum subsidy provided by DCYF for income eligible families

$10,800 median price of child care charged to families

REGIONAL IMPACT TO EMPLOYERS

$178.3M Annual cost employers incur due to lack of child care.

5,500 Workers with children under six years old quit a job due to child care issues.

2,800 Workers with children under six years old fired from work due to child care issues.

PERCENT OF CHILDREN WITH ACCESS TO QUALITY CARE*



GROWING THE WORKFORCE

2,203 MORE EARLY EDUCATORS NEEDED TO MEET DEMAND

*Quality Care defined here as participation in the Washington Early Achievers Quality Rating and Improvement System.

WHAT BUSINESSES SHOULD KNOW

$1 ⇨ $3

Invest & Return

Every dollar invested in early childhood development yields a 3X return to the community.

Invest

Each low-income preschool age child in our region needs an investment of ~$25k per year, over 3 years, in order to receive high-quality early care and education.

Develop

By ensuring the development of the most critical skills in early childhood, children begin school ready to succeed.

Sustain

Strong K-12 and higher education systems and jobs that pay a family wage build on our investments.

GAIN $220K

Per-child return on investment, students, and communities see increased wages, less need for supplemental services, and healthier, more robust local economies.



WHAT EMPLOYERS CAN DO:

SUPPORT EMPLOYEE ACCESS TO CHILD CARE AND RELATED BENEFITS

- Lower cost options can include informing employees of child care subsidies; connecting employees with child care resource and referral networks; implementing “bring your infant to work;” and other family friendly policies.
- Higher cost options can include providing backup child care; contracting with nearby child care programs; and offering child care vouchers or tuition payments.
- Learn more about Family Friendly Workplace policies from the Department of Commerce.

CHAMPION POLICIES THAT INCREASE ACCESS FOR ALL WASHINGTON FAMILIES

- Join the conversation! Local Early Learning Coalitions and STEM Networks are creating child care access plans. Join them and shape the future of child care in your community. See contact information below.
- Talk to your legislators about how the lack of affordable child care has impacted you, your employees, and business. Let them know why this issue is important to you and that you want them to act.
- Join Washington STEM as a Child Care Champion. Connect with us and business leaders and employers across the state to learn more about the issues and solutions, and how to advocate for change.

WHAT IS THE BOTTOM LINE?

Employers have an important opportunity to invest in their workforce by becoming family friendly workplaces. They also have a role in championing policies that increase access to child care for all Washington families. These investments will yield returns for children, families, and businesses. And they are the right thing to do!

RESOURCES

- Email employerta@commerce.wa.gov to learn more about Department of Commerce Family Friendly Workplace Technical Assistance Program and updates.
- Visit our State of the Children data dashboard to learn more: https://bit.ly/45SmE48.

CAREER CONNECT NORTHEAST
fueled by GSI

For more information and to get involved contact:

- STEM Network Director: Erin Vincent, Career Connect Northeast, EVincent@greaterspokane.org
- Early Learning Coalition Lead: Colleen Condon, Inland Northwest Early Learning Alliance, colleen@lilaccityelc.com

READY NATION
COUNCIL FOR A STRONG AMERICA
WASHINGTON

ChildCare Aware® OF WASHINGTON

REPORT

The Economic Impacts of Insufficient Child Care Cost Washington State $5 Billion Annually

To grow the economy, invest in child care



Acknowledgements

ReadyNation | Business. Kids. Workforce.
Business executives building a skilled workforce by promoting solutions that prepare children to succeed in education, work, and life.

Child Care Aware of Washington is the statewide resource and referral agency for Washington State and a center for provider training and education, helping over 13,000 families a year find child care and thousands of providers grow professionally.

Supported by tax deductible contributions from foundations and individuals.

Major funder: Ballmer Group

Authors:
ReadyNation Research Team
Kristin Wiggins, Washington Project Director

Contributors:
Econorthwest Policy Group,
Child Care Aware of Washington

July 2024

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$5 billion
the annual cost of Washington's child care crisis

Summary

A new study by ReadyNation and Child Care Aware found that the lack of adequate child care for young children (birth through five) imposes substantial and long-lasting economic consequences in Washington. These effects are felt by parents, businesses, and the state's taxpayers. Washington experiences an annual economic cost of $5 billion in lost earnings, productivity, and revenue.

The impact rises to $6 billion when estimating the economic costs of inadequate child care for Washington children birth to 12.

Productivity challenges affect both employers and employees, with parents reporting that problems with child care hurt their efforts and/ or time commitment at work. Eighty-six percent of Washington parents surveyed reported being late for work, leaving work early, missing full days of work or being distracted at work due to child care struggles.

These challenges had predictable impacts: 3 in 10 Washington parents said they've been reprimanded by a supervisor and 25 percent have been let go or fired by their employer. As a result, Washington families lose over $1.3 billion per year in forgone earnings.

Meanwhile, productivity problems cause Washington employers to lose $2.8 billion annually due to child care challenges faced by their workforce. Washington loses approximately $974 million each year in lower federal and state/local tax revenue.

Beyond its impact on the workforce and economy today, Washington's child care crisis damages the future workforce by depriving young children of nurturing, stimulating environments that support healthy brain development while their parents work.

Washington policymakers must support research-based policies and investments



that enhance the availability and affordability of high-quality child care. With wise investments, policymakers can improve life outcomes for thousands of Washington children today and strengthen our state's workforce and economy both now and in the years to come. Maintaining quality, increasing access, and creating more learning spaces are key so that working families have the child care they need. Additionally, ensuring living wages for the early learning and education workforce is also critical.

Many Washington parents are in the workforce and need child care

There are approximately 514,000 children ages birth through 5 in Washington[1], and over 60 percent of these children have all available parents in the workforce.[2]

Many parents need child care so they can go to work, be productive, and build successful careers to support their families. Child care settings are also a key environment for children's development, particularly given the importance of the early years for brain development.

The current child care system does not meet the needs of Washington families or employers

Interrelated challenges combine to build a child care crisis for children, families, and businesses.

- **Access:** Nearly three-fourths (72 percent) of Washington residents live in a child care "desert," where there are more than three children birth to 5 for every licensed child care slot.[3] Availability is especially limited for families who have infants and toddlers, have low incomes, work non-traditional hours, or live in rural areas.[4]
- **Affordability:** Infant care in a center in Washington averages $16,380 per year, more than the $11,125 cost for in-state public college tuition.[5] This high cost makes child care unaffordable for many families, particularly those with low incomes. This cost represents 13 percent of the median annual income of a married-couple family in Washington, while seven percent is considered affordable. Although Washington provides subsidies to help make child care more affordable through its Working Connections Child Care program,[6] it is estimated that just nine percent of infants, 22 percent of toddlers, and 28 percent of preschoolers in eligible households receive subsidies.[7]
- **Quality:** Washington has a quality rating and improvement system, Early Achievers, that works with providers to increase child care quality.[8] However, 20 percent of providers still do not participate in the system.[9]

- **Living wages:** Annual mean wages for Washington's child care educators: $40,720 (vs. $43,540 for preschool teachers and $85,530 for kindergarten teachers).[10] The connection between inequities in pay parity for educators working with young children and staff turnover is well-known.[11] When early learning educators resign, this limits child care availability, and disrupts continuity of care, which results in fewer children and families receiving needed services.

Insufficient child care negatively impacts Washington parents, employers, and taxpayers

When families do not have the child care they need, parents' work productivity falls, resulting in costs to parents, their employers, and ultimately, taxpayers. ReadyNation commissioned a survey of working parents of children ages birth through 5 in Washington. The survey yielded a representative sample of 322 parents—both mothers and fathers—of children ages birth through 5.

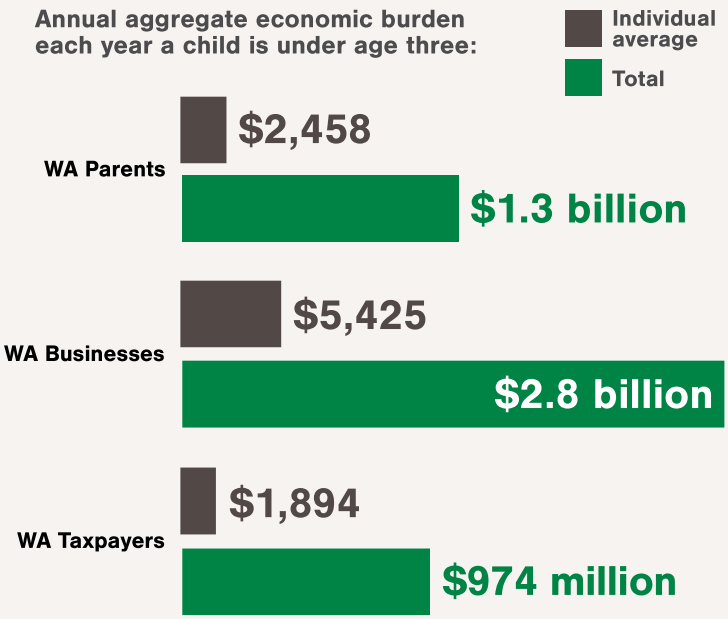
Eighty-seven percent of working parents surveyed reported that access to child care presents a challenge and 61 percent said it is a significant challenge to find child care that is either affordable or high-quality (52 percent).

The survey provided evidence of the various ways in which parents' work commitments, performance, and opportunities are diminished by problems with child care. Merging the survey evidence with labor market data, we modeled how the Washington economy is affected by child care problems.

Overall, the costs of insufficient child care in Washington are immense. Each year a child age birth through 5 is without sufficient child care:

The economic impacts of insufficient child care on parents, employers, and taxpayers in Washington

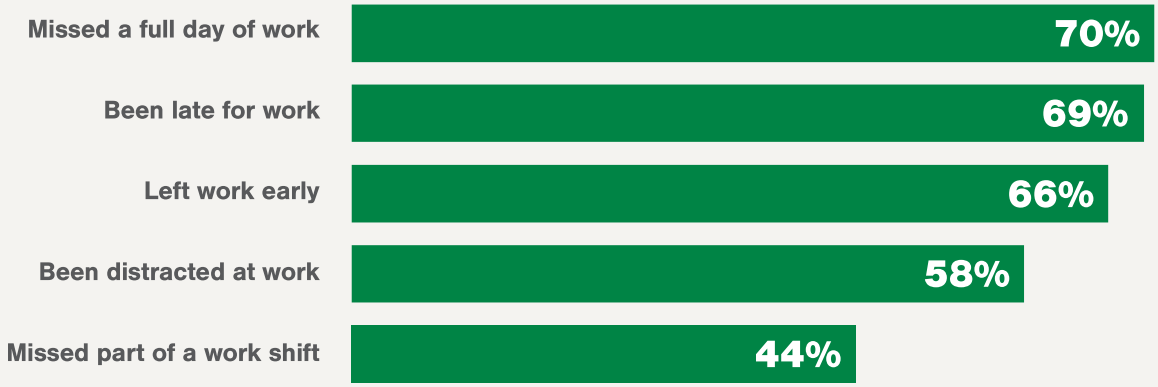
Insufficient care for children age birth through 5 costs individuals, businesses, and the state billions of dollars each year.



- **Families lose an average of $2,458 per working parent** in lost earnings. Across the approximately 514,000 parents of children age birth through 5 in Washington, this burden is **$1.3 billion** per year.
- **Businesses lose an average of $5,425 per working parent** in reduced revenue and in extra hiring costs. In aggregate, the annual burden on Washington businesses is **$2.8 billion**.
- **Tax revenue is reduced by an average of $1,894 per working parent** in lower income tax and sales tax. In aggregate, this amounts to **$974 million** each year in Washington.

Lower effort and productivity at work

Due to child care problems, over the past three months, have you:



Less time at work

As a result of child care problems, have you ever:



These losses experienced by Washington families, businesses, and taxpayers sum to a total cost of $5 billion each year due to the child care crisis.

The impact of insufficient child care on Washington parents

The survey results provide a window on how the above economic impacts occur. Parents were asked how child care problems affected their work. They reported that these problems affected their time at work and their work productivity, as well as diminishing their career opportunities.

Inability to maximize effort at work and being distracted. Child care problems decreased parents' effort and productivity at work, undermining their job stability. Seventy percent of parents reported missing a full day of work, as well as being late for work (69 percent), leaving work early (66 percent), being distracted at work due to child care problems (58 percent), and missing part of a work shift (44 percent).

Work disruptions

As a result of child care problems, have you ever:



Diminished career pathways

As a result of child care problems, have you ever:



Cuts to hours and pay. Problems with child care significantly reduce how much time parents spend at work. Fifty-five percent or more had their pay or hours reduced. Nearly half (49 percent) reported having to reduce their regular work hours, and 38 percent reported changing from full-time to part-time work.

Getting scolded, demoted, fired, or quitting. Most seriously, 36 percent of parents reported quitting a job due to child care problems and 29 percent reported being reprimanded by their supervisor. One-quarter reported being let go or fired and 13 percent reported being demoted or transferred to a less desirable position.

Diminished career opportunities. Problems with child care also impacted parents' long-term career prospects. More than half (54 percent) reported turning down a new job offer, further education or training, or a promotion/reassignment. Nearly one third (32 percent) had problems participating in work-related training.

In sum, for parents, the primary short-term result of insufficient child care is reduced income. The challenges add up over time due to less training and less experience. Parents then face narrower career prospects, reducing their future earning potential. Reduced parent income, along with parental stress, can have harmful short- and long-term impacts on children.

How child care problems hurt the Washington economy

Working Parents	Businesses	Taxpayers
Lost earnings now from lower productivity and labor force attachment	**Lost revenue now** from lower output	**Lost tax revenue now** from lower incomes
Extra costs of job search to match work with child care	**Extra costs** due to absences, disruptions, hiring	**Smaller federal, state and local tax base and revenue**
Lost earnings in the future from less work experience and fewer skills	**Lost revenue in the future** due to lower workforce capital	**Lost revenue in the future** due to weaker economic growth

The impact of insufficient child care on Washington employers

Child care is the workforce behind the workforce. For employers, insufficient child care results in reductions in revenue and increased hiring costs. A workforce with lower productivity and high turnover has major economic consequences. If an employer's workforce keeps changing, worker morale may fall, product quality may diminish, and clients may be lost. Also, there are immediate direct costs associated with recruitment, hiring, and training as the workforce turns over. There are also future losses and costs when workers are not well-trained and have too little experience. Productivity problems cause Washington employers to lose $2.8 billion annually due to child care challenges faced by their workforce.

The impact of insufficient child care on Washington taxpayers

The economic impact of child care problems on parents and employers subsequently causes lower tax revenues amounting to **$974 million** annually in Washington. There are losses in state income taxes, sales taxes, as well as corporate income taxes. There are also decreased local taxes. At the federal level, reduced incomes mean lower tax payments, which can result in lower government funding for Washington. These effects also have long-term consequences due to parents' decreased earning potential.



Washington policymakers should promote access to affordable, quality child care

Washington parents often have difficulty finding affordable, high-quality child care so they can build successful careers. The practical and economic consequences of insufficient child care in Washington are enormous, impacting parents, employers, and taxpayers. Losses total $5 billion every year.

The business leaders of ReadyNation Washington call on state policymakers to support families' access to affordable, high-quality child care. Effective, well-funded policy initiatives, as well as continuing innovations at the state, federal, and local levels, will yield a child care system that will improve life outcomes for thousands of Washington children and families today and strengthen our state's workforce and economy both now and in the years to come.

Endnotes

1 Public Use Microdata Sample data estimate

2 Population estimate calculated by Econorthwest Policy Group.

3 Washington State Department of Children, Youth and Families. (2023). Child care and early learning need and supply data. https://www.dcyf.wa.gov/practice/oiaa/reports/early-learning-dashboards/child-care-need-supply-data

4 Center for American Progress (2018). Do you live in a child care desert? https://childcaredeserts.org/2018/#:~:text=51%20percent%20of%20people%20in,as%20licensed%20child%20care%20slots.; Howe, S. & Oncken, L. (n.d.) The third pillar of care: Availability. New America. https://www.newamerica.org/in-depth/care-report/third-pillar-care-availability/

5 Child Care Aware (2023). 2022 child care affordability. https://www.childcareaware.org/catalyzing-growth-using-data-to-change-child-care-2022/#PriceofCare

6 https://www.dcyf.wa.gov/services/earlylearning-childcare/getting-help/wccc

7 Washington Department of Children, Youth, and Families (2023). Early learning dashboard Subsidy take up. https://www.dcyf.wa.gov/practice/oiaa/reports/early-learning-dashboards/subsidy-takeup

8 https://www.dcyf.wa.gov/services/earlylearning-childcare/early-achievers/rating-system

9 Washington Department of Children, Youth, and Families (2023). Early learning dashboard Early Achievers data dashboard. https://www.dcyf.wa.gov/practice/oiaa/reports/early-learning-dashboards

10 Bureau of Labor Statistics (2023, May). Occupational employment and wage statistics. https://www.bls.gov/oes/current/oes_stru.htm

11 Center for American Progress. (2022, July). Still underpaid and unequal. https://www.americanprogress.org/article/still-underpaid-and-unequal/

Council for a Strong America is a national, bipartisan nonprofit that unites membership organizations, including law enforcement leaders, retired admirals and generals, and business executives, that promote solutions ensuring that our next generation of Americans will be successful, productive members of society.

ReadyNation | Business. Kids. Workforce.
Business executives building a skilled workforce by promoting solutions that prepare children to succeed in education, work, and life.

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COUNCIL FOR A
STRONG AMERICA

StrongNation.org

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Discussion

Council Meeting Date: 09/08/2025

Date Rec'd	7/24/2025
Clerk's File #	ORD C36747
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	MAGGIE YATES 6753
Contact E-Mail	MYATES@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	ZZAPPONE PDILLON
Sponsoring at Administrators Request	YES
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	0520 UPDATING NAMES AND DUTIES OF DEPARTMENTS WITHIN SPD

Agenda Wording

An ordinance updating the names and duties of existing departments within the Spokane Police division; amending Sections 03.01A.370, 03.01A.375, and 03.01A.400 of the Spokane Municipal Code.

Summary (Background)

This ordinance updates the names and duties of two existing departments within the Spokane Police Division. Police Business Services is changed to Spokane Police Department - Administration and Investigation. Administration and Investigation is responsible for managing the department's victim advocacy, special events management, and dispatch services programs. Spokane Police Department - Administration and Investigation also leads the Major Crimes Unit, Special Victims Unit, Domestic Violence Unit, Civil Enforcement Unit, Criminal Intelligence Unit, and the Special Investigations Unit. The existing Police Accountability and Administration is changed to Spokane Police Department - Patrol. Patrol leads the department's response to calls for police services and provides place-based proactive policing to reduce crime through prevention strategies.

What impacts would the proposal have on historically excluded communities?

The Spokane Police Department is committed to providing excellence in policing, enhancing the safety and security of individuals, and building partnerships to better the lives of our community members. The department's vision is to serve every member of our community with professionalism, integrity, and compassion so that with every interaction, the department continues to build trust, preserve safety, and model ethical policing.

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?

Currently, data is collected and reported by the TARU analysts. Relevant data is reported monthly at the City Council's Public Safety Committee.

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

Spokane Police Department initiatives are evidence-based, data-driven, and science-informed. Data is collected and analyzed to improve performance, accountability, financial stewardship, and data-driven decision-making.

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

Spokane Police Department Strategic Plan

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
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	GBYRD		
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List	

ORDINANCE NO. C36747

An ordinance updating the name and duties of existing departments within the Spokane Police division; amending Sections 03.01A.370, 03.01A.375, and 03.01A.400 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 03.01A.370 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.370 Spokane Police Department

A. The ((~~police division~~)) Spokane Police Department ((~~, through various departments ,~~ is the primary law enforcement agency of the City with investigative, arrest and incidental powers over violations of federal, state and municipal laws, both criminal and traffic)) provides evidence-based, constitutional, and community-centered policing as the primary law enforcement agency of the city of Spokane. ((~~In addition to patrol, surveillance, investigation and crime prevention education, division personnel perform administrative, communications, community relations, planning, records maintenance and training functions.~~))

B. The Spokane Police Department is a division department that includes the following administrative departments within the division:

1) Administration and Investigation; and

2) Patrol

C. The Chief of Police serves as the Division Director.

Section 2. That Section 03.01A.375 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.375 ((~~Police Business Services~~)) Spokane Police Department – Administration and Investigation

((~~The police business services department is responsible for the financial administration functions of the police division.~~)) Administration and Investigation within the Spokane Police Department manages the department's victim advocacy, special events management, and dispatch services programs. Administration and Investigation also

leads the Major Crimes Unit, Special Victims Unit, Domestic Violence Unit, Civil Enforcement Unit, Criminal Intelligence Unit, and the Special Investigations Unit.

Section 3. That Section 03.01A.400 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.400 ((~~Police Accountability and Administration~~)) Spokane Police Department – Patrol

((~~The police accountability and administration department is responsible for developing, implementing and assessing the internal operations, business practices, training, strategic plan, and initiatives of the department.~~)) Patrol within the Spokane Police Department leads the Spokane Police Department's response to calls for police services and provides place-based proactive policing to reduce crime through prevention strategies.

Section 4. 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 5. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Mayor

Date

Effective Date

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 07/28/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	7/23/2025
		Clerk's File #	ORD C36743
		Cross Ref #	
Council Meeting Date: 08/18/2025		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	MAGGIE YATES 6753	**Requisition #**	
Contact E-Mail	MYATES@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 ESTABLISHING THE EMERGENCY COMMUNICATIONS CENTER		

Agenda Wording

An ordinance establishing the Emergency Communications Center to serve as the City of Spokane's primary public safety answering point; amending Section 03.01A.430 and 07.08.132; and repealing Chapters 03.12 and 06.10 of the Spokane Municipal Code.

Summary (Background)

This ordinance establishes the Emergency Communications Center as a department to serve as the City's primary public safety answering point. This ordinance also repeals old code language referencing the combined communications center and updates the Combined Communications Center Fund to reflect the Emergency Communications Center Fund and the duties of the Emergency Communications Center.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	GBYRD		
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List

ORDINANCE NO. C36743

An ordinance establishing the Spokane United 911 Network to serve as the City of Spokane's primary public safety answering point; amending Section 03.01A.430 and 07.08.132; and repealing Chapters 03.12 and 06.10 of the Spokane Municipal Code.

WHEREAS, the City of Spokane is responsible for ensuring the safety and well-being of everyone who lives, works, and visits within the Spokane city limits; and

WHEREAS, the City intends to fulfill this responsibility by ensuring the residents, workers, and visitors to Spokane receive prompt, professional emergency response services backed by accountable and efficient public safety infrastructure; and

WHEREAS, the City of Spokane is required to establish a primary public safety answering point (PSAP); and

WHEREAS, the Spokane United 911 Network is designated to serve as the department responsible for operating the City's primary public safety answering point.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 03.01A.430 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.430 ((~~Regional Emergency Communications Systems~~)) <u>Spokane United 911 Network</u>

((~~The regional emergency communications systems department provides radio communications services to local public safety entities as well as city/county non-emergency (public works/utilities, etc.) departments and county-wide public safety information technology services. The department consists of the merger of the city/county radio communications functions and the city/county law enforcement information technology division.~~))

<u>A. The Spokane United 911 Network serves as the City's Primary Public Safety Answer Point (PSAP), receiving all 911 calls initiated within the city of Spokane.</u>

<u>B. The Spokane United 911 Network operates alternative response lines, monitors alarms, and manages relevant databases and radio requirements.</u>

Section 2. That Chapter 03.12 of the Spokane Municipal Code is hereby repealed.

Section 3. That Chapter 06.10 of the Spokane Municipal Code is hereby repealed.

Section 4. That Section 07.08.132 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.132 ((~~Combined Communications Center~~)) Spokane United 911 Network Fund

((~~A. There is established in the City treasury a special revenue fund to be known as the "combined communications center fund" to be used for the receipt of revenues and for the payment of expenditures (except for "startup costs" as described in the agreement) for the fire service communications and dispatch centers operated by the City fire department pursuant to interlocal cooperation agreement among the City of Spokane, the Fire Protection Districts of Spokane County, and the cities of Airway Heights, Cheney, Medical Lake and Spokane Valley, in compliance with RCW 39.34.030 and the requirements of chapter 06.10, SMC.~~

~~A. The combined communications center fund is administered by the City in accordance with generally accepted government accounting principles but is under the policy direction and subject to audit by the policy board established in the agreement.~~

~~B. Moneys in the fund may accumulate from year to year. Upon termination of the agreement unencumbered moneys will be returned to the parties in proportion to their use of the services, as specified in the agreement.~~))

There is established a special revenue fund to be known as the "Spokane United 911 Network Fund" to be used to receive revenues and make expenditures exclusively for establishing and maintaining the City of Spokane's primary public safety answer point (PSAP), receiving all 911 calls initiated within the city of Spokane, as well as crime check and other nonemergency calls.

Section 5. 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 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.

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:** Finance & Administration **Date:** 08/25/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	8/19/2025
		Clerk's File #	ORD C36750
		Cross Ref #	
Council Meeting Date: 09/15/2025		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	KKLITZKE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CLARIFYING TABLE IN SMC 17C.111.205-2		

Agenda Wording

An ordinance amending SMC 17C.111.205 to clarify the correct version of SMC Table 17C.111.205-2.

Summary (Background)

The City Council adopted ORD C36459, which increased housing options by permitting and encouraging the construction of Middle Housing in more residential zoning districts. On June 2, 2025, the City Council adopted ORD C36696, which further amended Table 17C.111.205-2. ORD C36696 included a version of Table 17C.111.205-2, which had been superseded by a previous action of the City Council, requiring clarification as to the official version of Table 17C.111.205-2. This ordinance serves to clarify the official version of Table 17C.111.205-2.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	GBYRD		

Distribution List	

ORDINANCE NO _____

An ordinance amending SMC 17C.111.205 to clarify the correct version of SMC Table 17C.111.205-2.

WHEREAS, on November 20, 2023, City Council adopted ORD C36459, which increased housing options by permitting and encouraging the construction of Middle Housing in more residential zoning districts; and

WHEREAS, ORD C36459 created Table 17C.111.205-2 Building and Siting Standards; and

WHEREAS, on August 12, 2024, City Council adopted ORD C36552, which amended Table 17C.111.205-2; and

WHEREAS, on January 27, 2025, City Council adopted ORD C36629, which further amended Table 17C.111.205-2; and

WHEREAS, on June 2, 2025, City Council adopted ORD C36696, which further amended Table 17C.111.205-2; and

WHEREAS, ORD C36696 included a version of Table 17C.111.205-2 which had been superseded by previous action of City Council, requiring clarification as to the official version of Table 17C.111.205-2; and

WHEREAS, this ordinance serves to clarify the official version of Table 17C.111.205-2 and is intrinsically connected to ORD C36696; -- Now, Therefore,

The City of Spokane does ordain:

Section 1. Findings of Fact: The City Council adopts the recitals set forth herein as its findings and conclusions in support of the adoption of this ordinance and further adopts the findings and conclusions from ORD C36459, ORD C36552, ORD C36629, and ORD C36696 for the same purposes.

Section 2. That Section 17C.111.205 is amended to read as follows:

Development standards that apply within the residential zones are provided in Tables 17C.111.205-1 through 17C.111.205-3.

TABLE 17C.111.205-1
LOT DEVELOPMENT STANDARDS [1]

	RA	R1	R2	RMF	RHD
DENSITY STANDARDS					
Maximum density on sites 2 acres or less [2][3]	No maximum	No maximum	No maximum	No maximum	No maximum
Maximum density on sites larger than 2 acres [2]	10 units/acre	10 units/acre	20 units/acre	No maximum	No maximum

Minimum density [2]	4 units/acre	4 units/acre	10 units/acre	15 units/acre	15 units/acre
LOT DIMENSIONS FOR SUBDIVISIONS AND SHORT SUBDIVISIONS					
Minimum lot area	7,200 sq. ft.	1,200 sq. ft.	1,200 sq. ft.	1,200 sq. ft.	1,200 sq. ft.
Minimum lot width [4]	40 ft.	15 ft.	15 ft.	15 ft.	15 ft.
Minimum lot width within Airfield Overlay Zone	40 ft.	40 ft.	36 ft.	25 ft.	25 ft.
Minimum lot depth	80 ft.	80 ft.	40 ft.	N/A	N/A
Minimum lot frontage	40 ft.	Same as minimum lot width	Same as minimum lot width	Same as minimum lot width	Same as minimum lot width
MINIMUM LOT DIMENSIONS FOR UNIT LOT SUBDIVISIONS					
Minimum parent lot area	No minimum	No minimum	No minimum	No minimum	No minimum
Maximum parent lot area	2 acres	2 acres	2 acres	2 acres	2 acres
Minimum child lot area	No minimum	No minimum	No minimum	No minimum	No minimum
Minimum child lot depth	No minimum	No minimum	No minimum	No minimum	No minimum
LOT COVERAGE					
Maximum total building coverage [5][6][7]	50%	65%	80%	100%	100%
Maximum lot impervious coverage without engineer's stormwater drainage plan - not in ADC [5][8][9]	50%	60%	60%	N/A	N/A
Maximum lot impervious coverage without engineer's stormwater drainage plan - inside ADC [5][8][9]	40%	40%	40%	N/A	N/A

Notes:
[1] Plan district, overlay zone, or other development standards contained in Title 17C SMC may supersede these standards.
[2] See SMC 17C.111.210 for applicability of minimum and maximum density standards in the residential zones.
[3] Development within Airfield Overlay Zones is further regulated as described in SMC 17C.180.090, Limited Use Standards.
[4] Requirements associated with driveways such as minimum approach separation and driveway coverage maximums may limit driveways on narrow lots.
[5] Lot and building coverage calculation includes all primary and accessory structures.
[6] Building coverage for attached housing is calculated based on the overall development site, rather than individual lots.
[7] Developments meeting certain criteria relating to transit, Centers & Corridors, or housing affordability are given a bonus for building coverage. See SMC 17C.111.225 for detailed eligibility criteria.
[8] Projects may exceed impervious coverage requirements by including an engineer's drainage plan in submittals, subject to review by the City Engineer as described in SMC 17D.060.135. "ADC" means Area of Drainage Concern.
[9] Projects in the RMF and RHD zones that are exempted from review under the Spokane Regional Stormwater Manual shall follow the impervious coverage requirements of the R1 zone.

Note: Remove existing table 17C.111.205-2

~~TABLE 17C.111.205-2~~
~~BUILDING AND SITING STANDARDS [1]~~

-	RA	R1	R2	RMF	RHD
PRIMARY BUILDINGS					
Floor area ratio	N/A	N/A	N/A	N/A	N/A
Maximum building footprint per primary building - lot area 7,000 sq. ft. or less	N/A	2,450 sq. ft.	2,450 sq. ft.	N/A	N/A
Maximum building footprint per primary building - lot area more than 7,000 sq. ft.	N/A	35%	35%	N/A	N/A
Maximum building height [2]	35 ft.	40 ft.	40 ft.	40 ft.	40 ft.
Minimum Setbacks	-	-	-	-	-
Front [3]	15 ft.	10 ft.	10 ft.	10 ft.	10 ft.
Interior side lot line - lot width 40 ft or less [4]	3 ft.	3 ft.	3 ft.	3 ft.	3 ft.
Interior side lot line - lot width more than 40 ft [4]	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
Street side lot line – all lot widths	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
Attached garage or carport entrance from street	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.
Rear	25 ft.	15 ft.	15 ft.	10 ft.	10 ft.
ACCESSORY DWELLING UNITS					
Maximum building footprint for accessory dwelling unit	1,200 sq. ft.	1,200 sq. ft.	1,200 sq. ft.	1,200 sq. ft.	1,200 sq. ft.
Maximum building height	25 ft.	25 ft.	25 ft.	25 ft.	25 ft.
Minimum side lot line setbacks [4] [5] [6]	Same as Primary Structure				
Minimum rear setback with alley [4] [5] [6]	0 ft.	0 ft.	0 ft.	0 ft.	0 ft.
Minimum rear setback no alley	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
OTHER ACCESSORY STRUCTURES					
Maximum lot coverage for accessory structures – lots 5,500 sq. ft. or less	20%	20%	20%	See Primary Structure	See Primary Structure
Maximum lot coverage for accessory structures – lots larger than 5,500 sq. ft.	20%	15%	15%	See Primary Structure	See Primary Structure
Maximum building height	30 ft.	20 ft.	20 ft.	35 ft.	35 ft.
Minimum side lot line setbacks [4] [5] [6]	Same as Primary Structure				
Minimum rear setback with alley	0 ft.	0 ft.	0 ft.	0 ft.	0 ft.
Minimum rear setback no alley [5]	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
OPEN SPACE					
Minimum outdoor area per unit [7]	250 sq. ft.	250 sq. ft.	250 sq. ft.	200 sq. ft.	48 sq. ft.
Minimum common outdoor area per unit as a substitute for private area - first six units	200 sq. ft.	200 sq. ft.	200 sq. ft.	150 sq. ft.	48 sq. ft.
Minimum common outdoor area per unit as a substitute for private area - all units after six	150 sq. ft.	150 sq. ft.	150 sq. ft.	100 sq. ft.	48 sq. ft.
Notes: [1] Plan district, overlay zone, or other development standards contained in Title 17C SMC may supersede these standards. [2] Base zone height may be modified according to SMC 17C.111.230, Height.					

~~[3] Certain elements such as covered porches may extend into the front setback. See SMC 17C.111.235, Setbacks.~~
~~[4] There is an additional angled setback from the interior side lot line. Refer to SMC 17C.111.230(C) and 17C.111.235(E) for more detail.~~
~~[5] Setbacks for a detached accessory structure and a covered accessory structure may be reduced to zero feet with a signed waiver from the neighboring property owner as specified in SMC 17C.111.240(C).~~
~~[6] Accessory structures may be subject to an additional side setback adjacent to streets as specified in 17C.111.240(C)(5).~~
~~[7] Common outdoor area may be substituted for private outdoor area according to SMC 17C.111.310.~~

Note: Insert new table 17C.111.205-2 provided below.

TABLE 17C.111.205-2
BUILDING AND SITING STANDARDS [1]

	RA	R1	R2	RMF	RHD
PRIMARY BUILDINGS					
Floor area ratio	N/A	N/A	N/A	N/A	N/A
Maximum building footprint per primary building - lot area 7,000 sq. ft. or less	N/A	2,450 sq. ft.	2,450 sq. ft.	N/A	N/A
Maximum building footprint per primary building - lot area more than 7,000 sq. ft.	N/A	35%	35%	N/A	N/A
Maximum building height [2]	35 ft.	40 ft.	40 ft.	55 ft.	75 ft.
Minimum Setbacks					
Front [3]	15 ft.	10 ft.	10 ft.	10 ft.	10 ft.
Interior side lot line - lot width 40 ft or less [4] [5]	3 ft.	3 ft.	3 ft.	3 ft.	3 ft.
Interior side lot line - lot width more than 40 ft [4] [5]	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
Street side lot line – all lot widths	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
Attached garage or carport entrance from street	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.
Rear	25 ft.	15 ft.	15 ft.	10 ft.	10 ft.
ACCESSORY DWELLING UNITS					
Maximum building footprint for accessory dwelling unit	1,200 sq. ft.	1,200 sq. ft.	1,200 sq. ft.	1,200 sq. ft.	1,200 sq. ft.
Maximum building height	25 ft.	25 ft.	25 ft.	25 ft.	25 ft.
Minimum side lot line setbacks [4] [5] [6]	Same as Primary Structure				
Minimum rear setback with alley [4] [5] [6]	0 ft.	0 ft.	0 ft.	0 ft.	0 ft.
Minimum rear setback no alley	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
OTHER ACCESSORY STRUCTURES					
Maximum lot coverage for accessory structures – lots 5,500 sq. ft. or less	20%	20%	20%	See Primary Structure	See Primary Structure
Maximum lot coverage for accessory structures – lots larger than 5,500 sq. ft.	20%	15%	15%	See Primary Structure	See Primary Structure
Maximum building height	30 ft.	20 ft.	20 ft.	35 ft.	35 ft.
Minimum side lot line setbacks [4] [5] [6]	Same as Primary Structure				

Minimum rear setback with alley	0 ft.	0 ft.	0 ft.	0 ft.	0 ft.
Minimum rear setback no alley [5]	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
OPEN SPACE [7]					
Minimum open space per unit [8]	250 sq. ft.	250 sq. ft.	250 sq. ft.	Studio: 48 sq. ft. per unit 1-bedroom: 75 sq. ft. per unit 2+ bedrooms: 150 sq. ft. per unit	Studio: 48 sq. ft. per unit 1-bedroom: 75 sq. ft. per unit 2+ bedrooms: 100 sq. ft. per unit Sites 20,000 sq ft. or less: 36 sq. ft. per unit
Minimum common open space per unit as a substitute for private open space - first six units	200 sq. ft.	200 sq. ft.	200 sq. ft.	Studio: 48 sq. ft. per unit 1-bedroom: 75 sq. ft. per unit 2+ bedrooms: 150 sq. ft. per unit	Studio: 48 sq. ft. per unit 1-bedroom: 75 sq. ft. per unit 2+ bedrooms: 100 sq. ft. per unit Sites 20,000 sq ft. or less: 36 sq. ft. per unit
Minimum common open space per unit as a substitute for private open space - all units after six	150 sq. ft.	150 sq. ft.	150 sq. ft.	Studio: 36 sq. ft. per unit 1-bedroom: 48 sq. ft. per unit 2+ bedrooms: 48 sq. ft. per unit	Studio: 36 sq. ft. per unit 1-bedroom: 48 sq. ft. per unit 2+ bedrooms: 48 sq. ft. per unit Sites 20,000 sq ft. or less: 25 sq. ft. per unit

Notes:
[1] Plan district, overlay zone, or other development standards contained in Title 17C SMC may supersede these standards.
[2] Base zone height may be modified according to SMC 17C.111.230, Height.
[3] Certain elements such as covered porches may extend into the front setback. See SMC 17C.111.235, Setbacks.
[4] There is an additional angled setback from the interior side lot line. Refer to SMC 17C.111.230(C) and 17C.111.235(E) for more detail.
[5] Setbacks for a detached accessory structure and a covered accessory structure may be reduced to zero feet with a signed waiver from the neighboring property owner as specified in SMC 17C.111.240(C).
[6] Accessory structures may be subject to an additional side setback adjacent to streets as specified in 17C.111.240(C)(5).
[7] Residential units with a continuous pedestrian route as defined in SMC Section 17C.111.420(B) from the property boundary to a public park within 800 feet shall have a minimum of not more than 36 square feet of open space per unit.
[8] Common open space may be substituted for private open space according to SMC 17C.111.310.

TABLE 17C.111.205-3
DEVELOPMENT STANDARDS FOR PROPERTIES QUALIFYING FOR DEVELOPMENT BONUS [1] [2]

	RA	R1	R2	RMF	RHD
LOT COVERAGE					
Maximum total building coverage	N/A	80%	90%	100%	100%
PRIMARY BUILDINGS					
Floor area ratio	N/A	N/A	N/A	N/A	N/A
Maximum building footprint per primary building - lot area 7,000 sq. ft. or less	N/A	2,450 sq. ft.	2,450 sq. ft.	N/A	N/A
Maximum building footprint per primary building - lot area more than 7,000 sq. ft.	N/A	35%	35%	N/A	N/A

Notes:
[1] Standards not addressed in this table are consistent with the general standards in Tables 17C.111.205-1 and 17C.111.205-2.
[2] Criteria to qualify for Development Bonuses is outlined in SMC 17C.111.225.

Section 3. 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 4. Clerical Errors: Upon approval by the City Attorney, the City Clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Passed by the City Council on _____

_____
Council President

Attest: Approved as to form:

_____	_____
City Clerk	Assistant City Attorney
_____	_____
Mayor	Date
	_____
	Effective Date

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/16/2025

Committee Agenda type: Discussion

Council Meeting Date: 07/14/2025

Date Rec'd	6/10/2025
Clerk's File #	ORD C36718
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CHRIS WRIGHT 625-6210
Contact E-Mail	CWRIGHT@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	BWILKERSON JBINGLE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	0320ORDINANCE AMENDING MEMBERSHIP OF CLIMATE RESILIENCE &

Agenda Wording

An ordinance modifying the membership of the Climate Resilience and Sustainability Board to include a liaison designated by the Community Assembly, and amending Sections 04.41.020 and 04.41.030 of the Spokane Municipal Code.

Summary (Background)

Ordinance C36557, adopted in 2024, created the Climate Resilience and Sustainability Board (CRSB). As originally configured the membership on the CRSB did not include a representative from the Community Assembly. By resolution the Community Assembly requested that it be allowed to designate a liaison to the CRSB. The ordinance modified SMC 04.41 to allow for a Community Assembly liaison on the CRSB.

What impacts would the proposal have on historically excluded communities?

The ordinance provides a formal role on the Climate Resilience and Sustainability Board (CRSB)for the Community Assembly, which is comprised of representatives form the 29 neighborhood councils and which has broad representation from all sectors of the city. To the extent they participate in the neighborhood council program and the Community Assembly, historically excluded communities would be given an additional voice on the CRSB.

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. This ordinance broadens the membership of the CRSB to include a Community Assembly liaison.

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

Not applicable. This ordinance broadens the membership of the CRSB to include a Community Assembly liaison.

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 04.41, which established the CRSB, indicates that it membership "will consist of diverse and broad representation." Adding a liaison position for the Community Assembly is consistent with this stated desire of the ordinance to create a broad-based membership on the CRSB.

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	

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

ORD C36718 (SPONSOR SUBSTITUTION)(06-16-25)

ORDINANCE NO. C-36718

An ordinance modifying the membership of the Climate Resilience and Sustainability Board to include a liaison designated by the Community Assembly, and amending Sections 04.41.020 and 04.41.030 of the Spokane Municipal Code.

WHEREAS, the Community Assembly was created in 2000 by the voters of Spokane to establish "a coalition of independent neighborhood councils [to serve] as a forum for discussion of issues of broad interest" in the Spokane community; and

WHEREAS, in 2024 the City Council enacted Ordinance C36557, which established the Climate Resilience and Sustainability Board with the stated purpose "to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals"; and

WHEREAS, the composition of the Climate Resilience and Sustainability Board, as established by Ordinance C36557, included members of the community from diverse backgrounds, including members of impacted communities facing disproportionate environmental and health disparities; individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives; business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and students of secondary and postsecondary education institutions within the city of Spokane; and

WHEREAS, the composition of the Climate Resilience and Sustainability Board consists of up to 15 voting members; and

WHEREAS, the Climate Resilience and Sustainability Board includes one non-voting liaison position, a member of the City Council; and

WHEREAS, in a letter dated May 1, 2025, the Community Assembly requested the City Council amend the enabling ordinance for the Climate Resilience and Sustainability Board to include a liaison position;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.41.020 of the Spokane Municipal Code is amended to read as follows:

Section 04.41.020 Membership

A. The Climate Resilience and Sustainability Board shall consist of up to fifteen (15) voting members committed to achieving the goals of SMC Chapter 15.05 and implementing the policies and recommendations of the Sustainability Action Plan and the Climate Component of the Comprehensive Plan.

B. The Climate Resilience and Sustainability Board membership will consist of diverse and broad representation including but not limited to:

1. members of impacted communities facing disproportionate environmental and health disparities;
2. individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives;
3. business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and
4. students of secondary and postsecondary education institutions within the city of Spokane.

C. Climate Resilience and Sustainability Board members shall be at least sixteen years of age.

D. The City Council may appoint a city council member to serve as a liaison to the Board.

E. The Community Assembly may appoint a qualified neighborhood council member to serve as a liaison to the Board.

Section 2. That Section 04.41.030 of the Spokane Municipal Code is amended to read as follows:

Section 04.41.030 Appointment and Term

A. Term

1. Board members are nominated by the Mayor and appointed by the City Council.
2. The term of office shall be two years.
3. The terms of eight of the Board members shall expire in odd-numbered years.
4. The terms of seven of the Board members shall expire in even-numbered years.
5. The Community Assembly member shall serve a maximum of three (3) consecutive years.

((~~5~~)) 6. Initial and subsequent Board members may be appointed to such shorter and/or longer terms as are necessary to achieve this term cycle.

((~~6~~)) 7. No Board member shall serve more than four consecutive full terms.

B. Vacancy

1. Any vacancy may be filled for an unexpired term in the same manner as for an original appointment under this section as amended.
2. Appointment to fill the balance of an unexpired term where more than half of the unexpired term remains shall be considered a full term.

C. To achieve broad representation, city residency shall not be required to serve on the Climate Resilience and Sustainability Board; provided, however, a majority of the Board members shall consist of residents of the city, students of secondary or post-secondary institutions located within the city of Spokane, or business owners or non-profit employees located within the city limits of Spokane.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

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

ORDINANCE NO. C36718

An ordinance modifying the membership of the Climate Resilience and Sustainability Board to include a liaison designated by the Community Assembly, and amending Sections 04.41.020 and 04.41.030 of the Spokane Municipal Code.

WHEREAS, the Community Assembly was created in 2000 by the voters of Spokane to establish "a coalition of independent neighborhood councils [to serve] as a forum for discussion of issues of broad interest" in the Spokane community; and

WHEREAS, in 2024 the City Council enacted Ordinance C36557, which established the Climate Resilience and Sustainability Board with the stated purpose "to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals"; and

WHEREAS, the composition of the Climate Resilience and Sustainability Board, as established by Ordinance C36557, included members of the community from diverse backgrounds, including members of impacted communities facing disproportionate environmental and health disparities; individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives; business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and students of secondary and postsecondary education institutions within the city of Spokane; and

WHEREAS, the composition of the Climate Resilience and Sustainability Board consists of up to 15 voting members; and

WHEREAS, the Climate Resilience and Sustainability Board includes one non-voting liaison position, a member of the City Council; and

WHEREAS, in a letter dated May 1, 2025, the Community Assembly requested the City Council amend the enabling ordinance for the Climate Resilience and Sustainability Board to include a liaison position; and

WHEREAS, the Community Assembly Admin Committee has since formally requested a non-voting position that is nominated by the Community Assembly, and then confirmed by the Mayor and appointed by the City Council;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.41.020 of the Spokane Municipal Code is amended to read as follows:

Section 04.41.020 Membership

A. The Climate Resilience and Sustainability Board shall consist of up to fifteen (15) voting members committed to achieving the goals of SMC Chapter 15.05 and implementing the policies and recommendations of the Sustainability Action Plan and the Climate Component of the Comprehensive Plan.

B. The Climate Resilience and Sustainability Board membership will consist of diverse and broad representation including but not limited to:

1. members of impacted communities facing disproportionate environmental and health disparities;
2. individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives;
3. business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and
4. students of secondary and postsecondary education institutions within the city of Spokane.

C. Climate Resilience and Sustainability Board members shall be at least sixteen years of age.

D. The City Council may appoint a city council member to serve as a liaison to the Board.

E. The Community Assembly may nominate a qualified neighborhood council member to serve as a liaison to the Board, subject to confirmation by the Mayor and appointment by the City Council.

F. The liaisons shall be non-voting participants in Board business.

Section 2. That Section 04.41.030 of the Spokane Municipal Code is amended to read as follows:

Section 04.41.030 Appointment and Term

A. Term

1. Board members are nominated by the Mayor and appointed by the City Council.
2. The term of office shall be two years.

3. The terms of eight of the Board members shall expire in odd-numbered years.

4. The terms of seven of the Board members shall expire in even-numbered years.

5. The Community Assembly liaison shall serve a maximum of three (3) consecutive years.

((~~5~~)) 6. Initial and subsequent Board members may be appointed to such shorter and/or longer terms as are necessary to achieve this term cycle.

((~~6~~)) 7. No Board member shall serve more than four consecutive full terms.

B. Vacancy

1. Any vacancy may be filled for an unexpired term in the same manner as for an original appointment under this section as amended.

2. Appointment to fill the balance of an unexpired term where more than half of the unexpired term remains shall be considered a full term.

C. To achieve broad representation, city residency shall not be required to serve on the Climate Resilience and Sustainability Board; provided, however, a majority of the Board members shall consist of residents of the city, students of secondary or post-secondary institutions located within the city of Spokane, or business owners or non-profit employees located within the city limits of Spokane.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____.

_____
Council President

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Mayor

Date

Effective Date

PURPOSE OF AMENDMENT: This amendment adjusts the provisions for the Community Assembly liaison to reflect the assembly's preferred language regarding qualifications, appointment process and term.

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/14/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/9/2025		
Clerk's File #	ORD C36732		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 ORDINANCE RENAMING HOUSING LOCAL SALES TRUST FUND TO HEART		

Agenda Wording

An ordinance renaming the Housing Local Sales Trust Fund to the Housing Equity and Attainable Residences Trust (HEART) Fund, matching the municipal code with state law, and making the HEART affordable housing program permanent.

Summary (Background)

An ordinance renaming the Housing Local Sales Trust Fund to the Housing Equity and Attainable Residences Trust (HEART) Fund, matching the municipal code with state law, and making the HEART affordable housing program permanent; adopting a new Section 08.07C.051; amending Sections 07.08.155, 08.07C.020, 08.07C.030; and repealing Sections 08.07C.050 and 08.07.060 of the Spokane Municipal Code.

What impacts would the proposal have on historically excluded communities?

The recent H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, add new housing units at all income levels, and expand the City's homeownership rate. This ordinance celebrates the community-led work to that end by renaming the Housing Local Sales Trust Fund to HEART.

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List
amcdaniel@spokanecity.org

ORDINANCE NO C36732

An ordinance renaming the "Housing Local Sales Fund" to the "Housing Equity and Attainable Residences Trust (HEART) Fund," matching the municipal code with state law, and making the HEART Fund affordable housing program permanent; adopting a new Section 08.07C.051; amending Sections 07.08.155, 08.07C.020, 08.07C.030; and repealing Sections 08.07C.050 and 08.07.060 of the Spokane Municipal Code.

WHEREAS, after a community campaign led by the Spokane Alliance's Housing Equity and Action Research Team, the Spokane City Council adopted Ordinance C35982 in 2020 imposing a sales and use tax for the construction, acquisition, and rehabilitation of attainable housing and housing-related supportive services as authorized by HB 1590; and

WHEREAS, the Sales and Use Tax for Housing and Housing-Related Services, known as "1590", is a significant primary local funding source for the construction of affordable housing, behavioral health facilities, housing-related services, and behavioral health services; and

WHEREAS, Spokane needs more than 22,000 housing units by 2046, including more than 11,000 units at 60% of the Area Median Income ("AMI") or below; and

Exhibit 2: Housing Target



Source: City of Spokane, 2024.

WHEREAS, the H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, to add new housing units at all income levels, and to expand the city's homeownership rate; and

WHEREAS, to achieve these housing stability goals, the City seeks to update the municipal code to give the City Council and Administration the utmost flexibility to respond nimbly to the City's affordable housing needs; and

WHEREAS, the Brown Administration and City Council seek to celebrate the community-led work to create this critical affordable housing funding source by renaming the program to HEART; and

WHEREAS, the provisions of Ordinance C35982, particularly portions of the ordinance codified in SMC 08.07C.050 and as modified by Ordinance C36401 in 2023, are difficult to administer and do not allow for efficient disposition of 1590 funds; and

WHEREAS, the City intends to streamline the provisions established by Ordinance C35982 to better serve the City's long-term housing and program goals and affordable housing planning efforts;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.08.155 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.155 ((~~Housing Local Sales Tax Fund~~)) Housing Equity and Attainable Residences Trust (HEART) Fund

A. There is established a special revenue fund to be known as the ((~~"Housing Local Sales Tax Fund,"~~)) "Housing Equity and Attainable Residences Trust (HEART) into which shall be deposited funds generated from the 0.1.% local sales and use tax for affordable housing and supportive services ((~~created pursuant to Ordinance No. C-35982 and~~)) codified in Chapter 8.07C SMC.

B. The funds shall be used consistent with the provisions of Chapter 8.07C SMC and RCW 82.14.530.

Section 2. That Section 08.07C of the Spokane Municipal Code is amended to read as follows:

Chapter 08.07C ((~~Sales and Use Tax for Housing and Housing-Related Supportive Services~~ Housing Equity and Affordable Residences Trust (HEART)

Section 3. That Section 08.07C.020 of the Spokane Municipal Code is amended to read as follows:

Section 08.07C.020 Imposition of Sales and Use Tax ((~~; Notification to and Collection by the State Department of Revenue~~)) HEART Fund

A. There is imposed a sales and use tax ((~~, as the case may be, as authorized by Chapter 222, Laws of 2020,~~)) as codified ((~~at~~)) in RCW 82.14.530, upon every taxable event, as defined in chapter 82.14 RCW, occurring within the City of Spokane.

B. The rate of the tax authorized by this section may not exceed one-tenth of one percent (0.1%) of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax.

C. The tax authorized by this section is in addition to any other taxes authorized by law and must be collected from persons who are taxable by the state under Chapters 82.08 and 82.12 ((~~,~~)) RCW, upon the occurrence of any taxable event within the city.

D. ((~~The City shall notify the Department of Revenue of the imposition of the tax no sooner than April 1, 2021, and shall only make such notification if the City has not begun collection of an alternative and unrestricted revenue source in a projected amount which is equivalent to the projected revenues authorized by this section.~~)) The tax authorized by this section shall be known as the Housing Equity and Attainable Residences Trust (HEART) Fund.

Section 4. That Section 08.07C.030 of the Spokane Municipal Code is amended to read as follows:

Section 08.07C.030 Uses of Tax Revenues; Funding Priorities

A. The City may use the moneys collected by the tax imposed under SMC 08.07C.020 or bonds issued under RCW 82.14.530(5) only for the purposes

described in RCW 82.14.530, with a minimum of ((~~seventy- five~~)) sixty percent ((~~75%~~)) (60%) of the revenue collected under this chapter annually to be used for the following purposes, consistent with RCW 82.14.530(2) with a specific preference for occupant ownership of housing units, including, without limitation, cooperatively-owned multi-family projects:

1. ((~~Constructing or acquiring~~)) Grants, loans, or projects to construct or acquire affordable housing, which may include emergency, transitional, and supportive housing and new units of affordable housing within an existing structure, and facilities providing housing-related services or acquiring land for these purposes; or

2. ((~~Constructing or acquiring~~)) Grants, loans, or projects to construct or acquire behavioral health-related facilities, or acquiring land for these purposes; or

3. Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.

4. The affordable housing and facilities providing housing-related programs in 08.07C.030(A)(1) may only be provided to persons within any of the following population groups whose income is at or below sixty percent of the median income of ((~~the county imposing the tax~~)) Spokane County:

    a. Persons with behavioral health disabilities; or

    b. Veterans;

    c. Senior citizens;

    d. Persons who are homeless or at-risk of being homeless, including families with children;

    e. Unaccompanied homeless youth or young adults;

    f. Persons with disabilities; or

    g. Domestic violence survivors.

B. The remainder of the moneys collected under this chapter must be used for the operation, delivery, or evaluation of mental and behavioral health treatment

programs and services or housing-related services, with the overall objective of helping to maintain housing stability.

C. Commencing January 1, 2026, the City Council may adopt an annual resolution no later than February 1 identifying any objective priority or priorities the Council seeks to achieve by projects and services recommended for award under this chapter. Adoption of such a resolution shall not be a substitute for council approval of funding of individual projects as may be required under Sections 07.06 and 07.19 of the Spokane Municipal Code.

((~~C.~~)) D. Recommendations on the use of revenues collected under this chapter shall employ a racial equity framework that promotes equity, works to reduce disparities in housing, and achieve equitable outcomes for marginalized populations and populations that have been subject to historical or present discrimination in housing markets and/or housing policy.

((~~D.~~)) E. The City may, under the authority of RCW 82.14.530(5), issue general obligation or revenue bonds within the limitations now or hereafter prescribed by state law, and may use, and is authorized to pledge, up to fifty percent (50%) of the revenues collected under the authority of this chapter for repayment of such bonds, in order to finance the provision or construction of affordable housing, facilities where housing-related programs are provided, or evaluation and treatment centers described in RCW 82.14.530(2)(a)(iii).

((~~E.~~)) F. Revenues collected under this chapter may be used to offset reductions in state or federal funds for the purposes described in RCW 82.14.530(2).

((~~F.~~)) G. No more than ten percent (10%) of the revenues collected under the authority of this chapter may be used to supplant existing local funds.

((~~G.~~)) H. No more than ((~~two and one-half~~)) ten percent (((~~2.5%~~))) (10%) of the revenues collected under the authority of this chapter may be used for administrative expenses or program implementation costs incurred by the City of Spokane.

Section 5. That Section 08.07C.050 of the Spokane Municipal Code is repealed.

Section 6. That there is adopted a new Section 08.07C.051 of the Spokane Municipal Code to read as follows.

Section 08.07C.051 Funding Process and Timeline

A. An annual notice of funding availability for construction, rehabilitation, or acquisition shall be published no later than May 1st unless temporarily extended or delayed by City Council resolution. The application shall remain open no less than sixty (60) days.

B. An annual notice of funding availability for housing-related or behavioral health services shall be published no later than June 1st unless temporarily extended or delayed by City Council resolution. The application shall remain open no less than sixty (60) days.

C. The Community, Housing, and Human Services Department and Purchasing and Contracts Department shall establish multilevel application review and evaluation procedures consistent with the City's approved procurement policies and procedures and state law. All evaluation criteria shall be enumerated in the notice of funding availability.

D. The Community, Housing, and Human Services Department shall provide at least one technical assistance workshop in person or virtually to potential applicants and interested parties before issuing a notice of funding availability. The Community, Housing, and Human Services Department may also provide individual technical assistance meetings to potential applicants upon the availability of Community, Housing, and Human Services Department staff.

E. Any project or service recommended to the City Council for award under this chapter shall be evaluated, at minimum, for conceptual soundness, financial feasibility, project readiness, and the historic performance of the applicant, provided that nothing shall prohibit award recommendations to new applicants working closely or in partnership with an experienced housing development or management organization.

H. The Community, Housing, and Human Services Department shall provide biannual updates to the City Council on the status of HEART-funded projects and programs, including but not limited to the estimated date of construction completion, the number of units constructed, and the number of persons served by projects and programs.

Section 7. That Section 08.07C.060 of the Spokane Municipal Code is repealed.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

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

ORDINANCE NO C36732

An ordinance renaming the "Housing Local Sales Fund" to the "Housing Equity and Affordable Residences Tax (HEART) Fund," matching the municipal code with state law; adopting a new Section 08.07C.051; amending Sections 07.08.155, 08.07C.020, 08.07C.030; and repealing Sections 08.07C.050 and 08.07.060 of the Spokane Municipal Code.

WHEREAS, in 2020, after a community campaign led by numerus community groups, the Spokane City Council adopted Ordinance C35982 imposing a sales and use tax for the construction, acquisition, and rehabilitation of affordable housing and housing-related supportive services, as authorized by the Washington State Legislature via House Bill 1590 (2019); and

WHEREAS, in addition to authorizing a sales and use tax, Ordinance C35982 established funding priorities, imposed a sunset date at which the tax would expire absent City Council action to renew or reauthorize the tax; and established an advisory committee of residents and stakeholders to review applications and provide recommendations to the City Council on the use of the funds derived from the tax and periodically report on the effectiveness of the allocation of those dollars; and

WHEREAS, the Sales and Use Tax for Housing and Housing-Related Services, known as "1590", is a significant local funding source for the construction of affordable housing, behavioral health facilities, housing-related services, and behavioral health services; and

WHEREAS, in 2023 the Spokane City Council passed Ordinance C36401 to further emphasize the funding prioritization with respect to the construction and of new units of affordable housing by increasing the stated minimum allocation requirement for construction or acquisition of affordable housing from 60% to 75%; and

WHEREAS, the Spokane City Council passed Resolution 2025-0015 in March of 2025 adopting the Land Capacity Analysis, which outlines the residential unit and population capacity of the City through 2046 and is a required step of the periodic update to the Comprehensive Plan pursuant to the Growth Management Act (RCW 36.70A.115); and

WHEREAS, Spokane needs more than 22,000 housing units by 2046, including more than 11,000 units at 60% of the Area Median Income ("AMI") or below; and

WHEREAS, the H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, to add new housing units at all income levels, and to expand the city's homeownership rate; and

WHEREAS, to achieve these housing stability goals, the City seeks to update the municipal code to give the City Council and Administration the utmost flexibility to respond nimbly to the City's affordable housing needs; and

WHEREAS, the Brown Administration and City Council seek to celebrate the community-led work to create this critical affordable housing funding source by renaming the program to HEART; and

WHEREAS, the provisions of Ordinance C35982, particularly portions of the ordinance codified in SMC 08.07C.050 and as modified by Ordinance C36401 in 2023, are difficult to administer and do not allow for efficient disposition of 1590 funds; and

WHEREAS, the City intends to streamline the provisions established by Ordinance C35982 to better serve the City's long-term housing and program goals and affordable housing planning efforts;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.08.155 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.155 ((~~Housing Local Sales Tax Fund~~)) Housing Equity and Affordable Residences Tax (HEART) Fund

A. There is established a special revenue fund to be known as the ((~~"Housing Local Sales Tax Fund,"~~)) "Housing Equity and Affordable Residences Tax (HEART) into which shall be deposited funds generated from the 0.1.% local sales and use tax for affordable housing and supportive services ((~~created pursuant to Ordinance No. C-35982 and~~)) codified in Chapter 8.07C SMC.

B. The funds shall be used consistent with the provisions of Chapter 8.07C SMC and RCW 82.14.530.

Section 2. That Section 08.07C of the Spokane Municipal Code is amended to

read as follows:

Chapter 08.07C ((~~Sales and Use Tax for Housing and Housing-Related Supportive Services~~ Housing Equity and Affordable Residences Tax (HEART)

Section 3. That Section 08.07C.020 of the Spokane Municipal Code is amended to read as follows:

Section 08.07C.020 Imposition of Sales and Use Tax ((~~; Notification to and Collection by the State Department of Revenue~~)) HEART Fund

A. There is imposed a sales and use tax ((~~, as the case may be, as authorized by Chapter 222, Laws of 2020,~~)) as codified ((~~at~~)) in RCW 82.14.530, upon every taxable event, as defined in chapter 82.14 RCW, occurring within the City of Spokane.

B. The rate of the tax authorized by this section may not exceed one-tenth of one percent (0.1%) of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax.

C. The tax authorized by this section is in addition to any other taxes authorized by law and must be collected from persons who are taxable by the state under Chapters 82.08 and 82.12 ((~~,~~)) RCW, upon the occurrence of any taxable event within the city.

D. ((~~The City shall notify the Department of Revenue of the imposition of the tax no sooner than April 1, 2021, and shall only make such notification if the City has not begun collection of an alternative and unrestricted revenue source in a projected amount which is equivalent to the projected revenues authorized by this section.~~)) The tax authorized by this section shall be known as the Housing Equity and Affordable Residences Tax (HEART) Fund.

Section 4. That Section 08.07C.030 of the Spokane Municipal Code is amended to read as follows:

Section 08.07C.030 Uses of Tax Revenues; Funding Priorities

A. The City may use the moneys collected by the tax imposed under SMC 08.07C.020 or bonds issued under RCW 82.14.530(5) only for the purposes described in RCW 82.14.530, with a minimum of seventy- five percent (75%) of the revenue collected under this chapter annually to be used for the following

purposes, consistent with RCW 82.14.530(2) with a specific preference for occupant ownership of housing units, including, without limitation, cooperatively-owned multi-family projects:

1. ((~~Constructing or acquiring~~)) Grants, loans, or projects to construct or acquire affordable housing, which may include emergency, transitional, and supportive housing and new units of affordable housing within an existing structure, and facilities providing housing-related services or acquiring land for these purposes; or

2. ((~~Constructing or acquiring~~)) Grants, loans, or projects to construct or acquire behavioral health-related facilities, or acquiring land for these purposes; or

3. Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.

4. The affordable housing and facilities providing housing-related programs in 08.07C.030(A)(1) may only be provided to persons within any of the following population groups whose income is at or below sixty percent of the median income of ((~~the county imposing the tax~~)) Spokane County:

    a. Persons with behavioral health disabilities; or

    b. Veterans;

    c. Senior citizens;

    d. Persons who are homeless or at-risk of being homeless, including families with children;

    e. Unaccompanied homeless youth or young adults;

    f. Persons with disabilities; or

    g. Domestic violence survivors.

B. The remainder of the moneys collected under this chapter must be used for (1) the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services, with the overall objective of helping to maintain housing stability, (2) the Legal Services and Relocation Fund, in the amounts and for the purposes set forth in section 07.08 158 of this code.

C. Commencing January 1, 2026, the City Council may adopt an annual resolution no later than March 1 identifying any objective priority or priorities the Council seeks to achieve by projects and services recommended for award under this chapter. Adoption of such a resolution shall not be a substitute for council approval of funding of individual projects as may be required under Sections 07.06 and 07.19 of the Spokane Municipal Code.

((~~C.~~)) D. ((~~Recommendations~~)) Applicant scoring and recommendations on the use of revenues collected under this chapter shall employ a racial equity framework that promotes equity, reduces disparities in housing, and achieves equitable outcomes for marginalized populations and populations that have been subject to historical or present discrimination in housing markets and/or housing policy.

((~~D.~~)) E. The City may, under the authority of RCW 82.14.530(5), issue general obligation or revenue bonds within the limitations now or hereafter prescribed by state law, and may use, and is authorized to pledge, up to fifty percent (50%) of the revenues collected under the authority of this chapter for repayment of such bonds, in order to finance the provision or construction of affordable housing, facilities where housing-related programs are provided, or evaluation and treatment centers described in RCW 82.14.530(2)(a)(iii).

((~~E.~~)) F. Revenues collected under this chapter may be used to offset reductions in state or federal funds for the purposes described in RCW 82.14.530(2).

((~~F.~~)) G. No more than ten percent (10%) of the revenues collected under the authority of this chapter may be used to supplant existing local funds.

((~~G.~~)) H. No more than ((~~two and one-half~~)) ten percent ((~~(2.5%)~~)) (10%) of the revenues collected under the authority of this chapter may be used for staff and administrative expenses or program implementation costs incurred by the City of Spokane.

Section 5. That Section 08.07C.050 of the Spokane Municipal Code is repealed.

Section 6. That there is adopted a new Section 08.07C.051 of the Spokane Municipal Code to read as follows.

Section 08.07C.051 Funding Process and Timeline

A. An annual notice of funding availability for construction, rehabilitation, or acquisition shall be published no later than May 1st unless temporarily extended or

delayed by City Council resolution. The application shall remain open no less than sixty (60) days.

B. An annual notice of funding availability for housing-related or behavioral health services shall be published no later than June 1st unless temporarily extended or delayed by City Council resolution. The application shall remain open no less than sixty (60) days.

C. The Community, Housing, and Human Services Department and Purchasing and Contracts Department shall establish multilevel application review and evaluation procedures consistent with the City's approved procurement policies and procedures and state law. All evaluation criteria shall be enumerated in the notice of funding availability.

D. Loans and grants for projects or services funded under this program shall be reviewed by the Community Housing and Human Services Board, which shall identify those project applications it recommends for approval and shall forward such recommendations and the complete application file to the City Council for approval, consistent with such process the City Council shall determine by resolution, for its review.

E. Any project or service recommended to the City Council for award under this chapter shall be evaluated, at minimum, for conceptual soundness, financial feasibility, project readiness, its impact in addressing housing disparities, its impact on historically excluded communities, and the historic performance of the applicant, provided that nothing shall prohibit award recommendations to new applicants working closely or in partnership with an experienced housing development or management organization. Recommendations to the City Council for awards shall include, at a minimum, copies of the Notice of Funding Availability (or similar notices), copies of applications of parties recommended for awards, scoring materials, and staff reports related to the awards. All such materials may be redacted consistent with the Washington Public Records Act (RCW 42.56) prior to submission to the City Council.

F. The Community, Housing, and Human Services Department shall provide biannual updates to the City Council on the status of HEART-funded projects and programs, including but not limited to the estimated date of construction completion, the number of units constructed, and the number of persons served by projects and programs.

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

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

PURPOSE OF AMENDMENT: This amendment (1) changes the name of the program to "Housing Equity and *Affordable* Residences *Tax"* throughout the ordinance; (2) revises several recitals and adds three new recitals further explaining the history of 1590 legislation and referring to the Land Capacity Analysis; (3) restores the existing 75/25 funding formula in 08.07C.030 and modifies the deadline for a council resolution setting forth funding priorities, (4) adds a reference to the Legal Services and Relocation Fund that is currently funded by 1590 funds; (5) adds a housing disparity component and document production requirements for council consideration of awards, (6) restores SMC 08.07C.060 (the existing sunset clause) and, (7) adds standard Sections 8 and 9 regarding clerical errors and severability.

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

ORDINANCE NO C36732

An ordinance renaming the "Housing Local Sales Fund" to the "Priority Access to Treatment and Housing (PATH) Fund," matching the municipal code with state law; adopting a new Section 08.07C.051; amending Sections 07.08.155, 08.07C.020, 08.07C.030; and repealing Section 08.07C.050 of the Spokane Municipal Code.

WHEREAS, after a community campaign led by the Spokane Alliance's Housing Equity and Action Research Team, the Spokane City Council adopted Ordinance C35982 in 2020 imposing a sales and use tax for the construction, acquisition, and rehabilitation of attainable housing and housing-related supportive services as authorized by HB 1590; and

WHEREAS, the Sales and Use Tax for Housing and Housing-Related Services, known as "1590", is a significant primary local funding source for the construction of affordable housing, behavioral health facilities, housing-related services, and behavioral health services; and

WHEREAS, Spokane needs more than 22,000 housing units by 2046, including more than 11,000 units at 60% of the Area Median Income ("AMI") or below; and

WHEREAS, the H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, to add new housing units at all income levels, and to expand the city's homeownership rate; and

WHEREAS, to achieve these housing stability goals, the City seeks to update the municipal code to give the City Council and Administration the utmost flexibility to respond nimbly to the City's affordable housing needs; and

WHEREAS, the Brown Administration and City Council seek to celebrate the community-led work to create this critical affordable housing funding source by renaming the program to PATH; and

WHEREAS, the provisions of Ordinance C35982, particularly portions of the ordinance codified in SMC 08.07C.050 and as modified by Ordinance C36401 in 2023, are difficult to administer and do not allow for efficient disposition of 1590 funds; and

WHEREAS, the City intends to streamline the provisions established by Ordinance C35982 to better serve the City's long-term housing and program goals and affordable housing planning efforts;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.08.155 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.155 ((~~Housing Local Sales Tax Fund~~)) Priority Access to Treatment and Housing (PATH) Fund

A. There is established a special revenue fund to be known as the ((~~"Housing Local Sales Tax Fund,"~~)) "Priority Access to Treatment and Housing (PATH) Fund" into which shall be deposited funds generated from the 0.1% local sales and use tax for affordable housing and ((~~supportive~~)) related services as defined in RCW 82.14.530 and ((~~created pursuant to Ordinance No. C-35982 and~~)) codified in Chapter 8.07C SMC.

B. The funds shall be used consistent with the provisions of Chapter 8.07C SMC and RCW 82.14.530.

Section 2. That Section 08.07C of the Spokane Municipal Code is amended to read as follows:

Chapter 08.07C ((~~Sales and Use Tax for Housing and Housing Related Supportive Services~~)) Priority Access to Treatment and Housing (PATH) Fund

Section 3. That Section 08.07C.020 of the Spokane Municipal Code is amended to read as follows:

Section 08.07C.020 Imposition of Sales and Use Tax ; PATH Fund

A. There is imposed a sales and use tax ((~~, as the case may be, as authorized by Chapter 222, Laws of 2020,~~)) as codified ((~~at~~)) in RCW 82.14.530, upon every taxable event, as defined in chapter 82.14 RCW, occurring within the City of Spokane.

B. The rate of the tax authorized by this section may not exceed one-tenth of one percent (0.1%) of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax.

C. The tax authorized by this section is in addition to any other taxes authorized by law and must be collected from persons who are taxable by the state under

Chapters 82.08 and 82.12 ((,)) RCW, upon the occurrence of any taxable event within the city.

D. ((~~The City shall notify the Department of Revenue of the imposition of the tax no sooner that April 1, 2021, and shall only make such notification if the City has not begun collection of an alternative and unrestricted revenue source in a projected amount which is equivalent to the projected revenues authorized by the section.~~)) The tax authorized by the section shall be known as the Priority Access to Treatment & Housing (PATH) Fund.

Section 4. That Section 08.07C.030 of the Spokane Municipal Code is amended to read as follows:

Section 08.07C.030 Uses of Tax Revenues ((~~; Funding Priorities~~))

A. The City may use the moneys collected by the tax imposed under SMC 08.07C.020 or bonds issued under RCW 82.14.530(5) only for the purposes described in RCW 82.14.530, with a minimum of ((~~seventy-five (75%)~~)) eighty percent (80%) of the revenue collected under this chapter annually to be used for the following purposes, consistent with RCW 82.14.530(2) with a specific preference for occupant ownership of housing units, including, without limitation, cooperatively owned multi-family projects:

1. ((~~Constructing or acquiring~~)) Grants, loans, or projects to construct or acquire a net increase in affordable housing units, which may include ((~~emergency~~)), transitional, and on-site supportive housing ((~~and new units of affordable housing within an existing structure, and facilities providing housing related services~~)) or acquiring land for these purposes; or

2. ((~~Constructing or acquiring~~)) Grants, loans, or projects to construct or acquire behavioral health-related facilities, ((~~or~~)) funding the operations and maintenance costs of newly constructed evaluation and treatment centers, or acquiring land for these purposes; or

((~~3. Funding the operations and maintenance costs of new unites of affordable housing and facilities where housing related programs are provided, or newly constructed evaluation and treatment centers.~~))

((4)) 3. The affordable housing and facilities providing housing-related programs in 08.07C.030(A)(1) may only be provided to persons within any of the following population groups whose income is at or below sixty percent of the median income of ((~~the county imposing the tax~~)) Spokane County:

a. Persons with behavioral health disabilities; or

b. Veterans;

c. Senior citizens;

d. Persons who are homeless or at-risk of being homeless, including families with children;

e. Unaccompanied homeless youth or young adults;

f. Persons with disabilities; or

g. Domestic violence survivors.

B. Two percent (2%) of all revenues collected under this chapter shall be deposited into the Legal Services and Relocation Fund for the purposes defined in SMC 07.08.158. This requirement expires on December 31, 2027.

((~~B~~)) C. The remainder of the moneys collected under this chapter must be used for ((~~the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing related services with the overall objective of helping to maintain housing stability~~))

1. Administrative overhead as allowed; and

2. Funding the operations and maintenance costs of housing-related services and programs including off-site facilities providing housing-related services -

((~~C. Recommendations on the use of revenues collected under this chapter shall employ a racial equity framework that promotes equity, works to reduce disparities in housing, and achieve equitable outcomes for marginalized populations and populations that have been subject to historical or present discrimination in housing markets and/or housing policy.~~))

D. The City may, under the authority of RCW 82.14.530(5), issue general obligation or revenue bonds within the limitations now or hereafter prescribed by state law, and may use, and is authorized to pledge, up to fifty percent (50%) of the revenues collected under the authority of this chapter for repayment of such bonds, in order to finance the provision or construction of affordable housing, facilities where housing-related programs are provided, or evaluation and treatment centers described in RCW 82.14.530(2)(a)(iii).

E. Revenues collected under this chapter may be used to offset reductions in state or federal funds for the purposes described in RCW 82.14.530(2).

F. No more than ten percent (10%) of the revenues collected under the authority of this chapter may be used to supplant existing local funds.

G. No more than ((~~two and one-half~~)) ten percent (((~~2.5%~~))) (10%) of the revenues collected under the authority of this chapter may be used for administrative expenses or program implementation costs incurred by the City of Spokane.

Section 5. That there is adopted a new Section 08.07C.035 of the Spokane Municipal Code to read as follows.

Section 08.07C.035 Funding Priorities

A. Commencing January 1, 2026, the City Council may adopt an annual resolution no later than February 1 identifying additional one-time or short term priorities. Adoption of such a resolution shall not be a substitute for council approval of funding of individual projects as may be required under Sections 07.06 and 07.19 of the Spokane Municipal Code.

B. The established priorities shall be limited to the following:

1. Meaningful expansion of access to drug treatment and mental and behavioral health supports;

2. Innovative projects that increase available and affordable housing at a cost per unit (based on total project cost) that is less than the rolling two-year market rate per unit construction cost; and

3. Housing projects with a mixed use component.

C. Recommendations for the allocation of revenues under this chapter shall also be guided by efforts to address housing inequities and to advance support for individuals with a history of housing discrimination in the Spokane area.

Section 6. That Section 08.07C.050 of the Spokane Municipal Code is repealed.

Section 7. That there is adopted a new Section 08.07C.051 of the Spokane Municipal Code to read as follows.

Section 08.07C.051 Funding Process and Timeline

A. An annual notice of funding availability for construction, rehabilitation, or acquisition shall be published no later than May 1st unless temporarily extended or delayed by City Council resolution. The application shall remain open no less than sixty (60) days.

B. An annual notice of funding availability for housing-related or behavioral health services shall be published no later than June 1st unless temporarily extended or delayed by City Council resolution. The application shall remain open no less than sixty (60) days.

C. The Community, Housing, and Human Services Department and Purchasing and Contracts Department shall establish multilevel application review and evaluation procedures consistent with the City's approved procurement policies and procedures and state law. All evaluation criteria shall be enumerated in the notice of funding availability.

D. The Community, Housing, and Human Services Department shall provide at least one technical assistance workshop in person or virtually to potential applicants and interested parties before issuing a notice of funding availability. The Community, Housing, and Human Services Department may also provide individual technical assistance meetings to potential applicants upon the availability of Community, Housing, and Human Services Department staff.

E. Any project or service recommended to the City Council for award under this chapter shall be evaluated, at minimum, for conceptual soundness, financial feasibility, project readiness, and the historic performance of the applicant, provided that nothing shall prohibit award recommendations to new applicants working closely or in partnership with an experienced housing development or management organization.

C. The Community, Housing, and Human Services Department shall provide annual updates to the City Council on the status of PATH funded projects and programs, including but not limited to:

1. Treatment Capital and Services:

    a. The total number of individuals and households served;

    b. demographic & geographic information of program participants;

    c. summary of all behavioral health and substance use disorder treatment services provided;

    d. A breakdown of referrals made and services rendered for behavioral health, substance use treatment, and other clinical or therapeutic services; and

    e. Outcome measures related to treatment services, including service retention rates, completion of treatment plans, and reduction in overall City of Spokane resource utilization.

2. Housing Capital and Services:

a. The number of housing units constructed or restored (including amount of time since active use), including geographic breakdown,

b. A detailed breakdown of unit types and sizes;

c. The designated target population(s) for each project;

d. The affordability levels of units;

e. The identification of each housing unit as either a rental or an owner occupied unit;

f. Housing stability outcomes;

g. total project cost, total per unit cost, the PATH share or percentage of total project cost;

h. The amount of PATH funding allocated and expended to date for each project;

I. A list of all other leveraged funding sources;

i. The calculated cost per unit constructed or preserved;

k. Identification and explanation of any variances;

l. housing retention rate post placement (6 months, 12 months, 24 months, 36 months);

m. permanent housing exit rate;

n. return to or initial entry into homelessness rate (6 months, 12 months, 24 months, 36 months);

o. Employment & Income stability rates (percentage gaining, maintaining employment/stable income);

p. Time to placement; and

q. percentage meaningfully engaging in other supportive services.

Section 8. 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 9. Clerical Changes. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

PURPOSE OF THE AMENDMENT: This amendment adjusts the program name and policy language to better align with innovative and priority-based treatment options and housing with a focus on creating the greatest impact with the City's limited dollars.

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/14/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/9/2025		
Clerk's File #	ORD C36733		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 - AFFORDABLE HOUSING PERMIT FEE DEFERRAL PROGRAM		

Agenda Wording

An ordinance establishing the Affordable Housing Permit Fee Deferral Program; adopting a new Chapter 08.07F of the Spokane Municipal Code.

Summary (Background)

There is enacted a new chapter 08.07F to Title 08 of the Spokane Municipal Code.

What impacts would the proposal have on historically excluded communities?

The recent H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, add new housing units at all income levels, and expand the city's homeownership rate. This ordinance facilitates the building of housing through innovative housing programs.

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**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	amcdaniel@spokanecity.org

ORDINANCE NO. C 36733

An ordinance establishing the Affordable Housing Permit Fee Deferral Program; adopting a new Chapter 08.21 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new chapter 08.21 to Title 08 of the Spokane Municipal Code to read as follows:

Chapter 08.21 Affordable Housing Permit Fee Deferrals Program
08.21.010 Purpose
08.21.020 Definitions
08.21.030 Project Applicability
08.21.040 Application Process
08.21.050 Application Review
08.21.050 Permit Fees Eligible for Deferral
08.21.060 Permit Fees Due
08.21.070 Placement of Lien
08.21.080 Program Administration

Section 08.21.010 Purpose

Permit fees related to housing development, construction, or rehabilitation represent a significant hurdle to housing development in Spokane. This section establishes the Affordable Housing Permit Fee Deferrals Program, creating a limited deferred payment program of certain building and construction fees until the end of construction to lower barriers to affordable housing development.

Section 08.21.020 Definitions

Term	Definition
Affordable Housing Developer	An individual, group of individuals, partnership, corporation, association, municipal corporation, state agency, or other person undertaking affordable housing development.
Affordable Housing Development	The construction or reconstruction of affordable housing, consistent with the specific project requirements under the programs set forth in Section 08.07F.030.
Certificate of Occupancy	A legal document used to identify the approved use and/or occupancy of a building or a portion thereof. A Certificate of Occupancy is required before a building or structure can be used or occupied, and whenever

	there is a change in the existing occupancy of a building or portion thereof.
Owner	The property owner of record.
Project	A development, redevelopment, or rehabilitation of a building occurring as part of an overall site plan.

Section 08.21.030 Affordable Housing Permit Fee Deferrals Program Project Applicability

A. To qualify for the Affordable Housing Permit Fee Deferrals Program, a project shall be approved or recommended for funding for one or more of the following housing programs:

1. Multi-Family Housing Tax Exemption twelve-year (12-year) or twenty-year (20-year) program provided in SMC 08.15;
2. Sales and Use Tax for Affordable and Supportive Housing provided in SMC 08.07B;
3. Housing Equity and Attainable Residences Trust (HEART) Program provided in SMC 08.07C;
4. Parking 2 People Program provided in SMC 08.07D; or
5. Commercial Conversion Program provided in SMC 08.07E.
6. Home Investment Partnership Program (HOME)

B. Approval or qualification for the programs listed above shall not grant a right to any deferred payment of permit fees under this chapter.

Section 08.21.040 Application Process

An owner or developer of an eligible project seeking to defer building and construction permit fees under this chapter must complete the following procedures:

A. The owner or affordable housing developer must apply to the City in writing, on forms adopted by the Development Services Department. The application must contain the following:

1. Proof of approval for an affordable housing sales and use tax deferral program or funding award recommendation as described in SMC 08.21.030;
2. A description of the affordable housing project and site plan;

3. A statement of the expected number of affordable housing units to be created; and

4. Estimated construction cost and post-construction valuation.

B. A statement that the owner or developer is aware that a real property lien will be placed on the parcel or parcels associated with the affordable housing development, which lien may be removed upon the time the deferred building and construction permit fees are paid in full.

C. A statement that the owner or developer is aware that a certificate of occupancy will not be issued until all deferred building and construction permit fees are paid in full.

D. The owner or developer must verify the application by oath or affirmation.

Section 08.21.050 Permit Fees Eligible for Deferral

A. Building and construction permit fees eligible for deferral under the Affordable Housing Permit Fee Deferrals Program are:

Building and Construction Permits	Spokane Municipal Code Reference
Building Permit	SMC 08.02.031(A)
Street Obstruction Permit	SMC 17G.010.210(D)

B. No other permit fees shall be deferred under the Affordable Housing Permit Fee Deferrals Program unless approved by the Director of Community and Economic Development. Deferral of other permit fees shall be subject to the provisions of this chapter.

C. A project approved under the Affordable Housing Permit Fee Deferrals Program may defer eligible permit fees up to $150,000.

Section 08.21.060 Permit Fees Due

A. Any permit fees deferred under the Affordable Housing Permit Fee Deferrals Program shall be paid (1) before a certificate of occupancy or temporary certificate of occupancy is issued or (2) at the expiration of each permit with a deferred fee, if the project is abandoned before completion.

B. All deferred permit fees shall be paid by the owner or developer regardless of whether the project is completed.

Section 08.21.070 Placement of Lien

A. A lien may be filed on all parcels approved under the Affordable Housing Permit Fee Deferrals Program, equivalent to all deferred building and construction permit fees.

B. Liens should be placed by the City in a manner that minimizes the financing risk of affordable developers and ensures completion of the affordable housing project.

C. A lien placed by the City shall only be removed when fees are paid in full by the developer or owner.

Section 08.21.080 Program Administration

A. The Development Services Center may, through administrative policies and procedures, place a limit on the total number and amount of fee deferrals to be outstanding at any one time.

B. An administrative fee may be applied and added to the repayment of the deferred fees.

C. Any administrative fee shall be due at the time of repayment by the owner or developer.

D. Administrative fees shall be used to support the administration of the program.

E. The Development Services Center may establish project evaluation criteria, policies, and procedures consistent with this chapter and any provisions for public rules in the Spokane Municipal Code.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

ORD C36733 (WILKERSON AMENDMENT)(08-06-25)

1. **In Section 1 of the ordinance creating a new section 08.21.020, strike the Spokane Municipal Code reference in the definition of "Affordable Housing Development" and insert "Section 08.21.030" in its place.**

2. **In Section 1 of the ordinance, strike the provision creating Section 08.21.030 and insert the following in its place:**

Section 08.21.030 Affordable Housing Permit Fee Deferrals Program Project Applicability

A. To qualify for the Affordable Housing Permit Fee Deferrals Program, a project shall be approved or recommended for funding for one or more of the following housing programs:

1. Multi-Family Housing Tax Exemption twelve-year (12-year) or twenty-year (20-year) program provided in SMC 08.15, so long as the project includes affordable housing units;
2. Sales and Use Tax for Affordable and Supportive Housing provided in SMC 08.07B;
3. Housing Equity and Affordable Residences Tax (HEART) Program provided in SMC 08.07C;
4. Parking 2 People Program provided in SMC 08.07D; or
5. Commercial Conversion Program provided in SMC 08.07E.
6. Home Investment Partnership Program (HOME) (Cranston-Gonzalez National Affordable Housing Act of 1990 (P.L. 101-625))

B. Approval or qualification for the programs listed above shall not grant a right to any deferred payment of permit fees under this chapter.

PURPOSE OF THE AMENDMENT: The amendment (1) corrects a reference to new section SMC 08.21.030 in the definitions, (2) modifies the qualifications for permit deferrals for MFTE projects by requiring the projects include affordable housing units, (3) conforms the proposed name of the 1590 program to other proposed amendments, and (4) and adds a clarifying definition for the HUD HOME program.

ORD C36733 (CATHCART AMENDMENT)(08-12-25)

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

ORDINANCE NO C36733

An ordinance establishing the Affordable and Attainable Housing Permit Fee Deferral Program; adopting a new Chapter 08.21 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1 . There is enacted a new chapter 08.21 to Title 08 of the Spokane Municipal Code to read as follows:

Chapter 08.21 Affordable and Attainable Housing Permit Fee Deferrals Program

08.21.010 Purpose
08.21.020 Definitions
08.21.030 Project Applicability
08.21.040 Application Process
08.21.050 Application Review
08.21.050 Permit Fees Eligible for Deferral
08.21.060 Permit Fees Due
08.21.070 Placement of Lien
08.21.080 Program Administration

Section 08.21.010 Purpose

Permit fees related to housing development, construction, or rehabilitation represent a significant hurdle to housing development in Spokane. This section establishes the Affordable and Attainable Housing Permit Fee Deferrals Program, creating a limited deferred payment program of certain building and construction fees until the end of construction to lower barriers to affordable housing development.

Section 08.21.020 Definitions

Term	Definition
Affordable Housing Developer	An individual, group of individuals, partnership, corporation, association, municipal corporation, state agency, or other person undertaking affordable housing development.
Affordable Housing Development	The construction or reconstruction of affordable housing, consistent with the specific project requirements under the programs set forth in Section 08.07F.030.

Attainable Housing	Market-rate homes (rental or fee-simple) priced so a household earning 80–120% of Area Median Income (AMI) can pay no more than 30% of monthly income for total housing cost.
Certificate of Occupancy	A legal document used to identify the approved use and/or occupancy of a building or a portion thereof. A Certificate of Occupancy is required before a building or structure can be used or occupied, and whenever there is a change in the existing occupancy of a building or portion thereof.
Owner	The property owner of record.
Project	A development, redevelopment, or rehabilitation of a building occurring as part of an overall site plan.

Section 08.21.030 Affordable and Attainable Housing Permit Fee Deferrals Program Project Applicability

A. To qualify for the Affordable and Attainable Housing Permit Fee Deferrals Program, a project shall be approved or recommended for funding for one or more of the following housing programs:

1. Multi-Family Housing Tax Exemption twelve-year (12-year) or twenty-year (20-year) program provided in SMC 08.15;

2. Sales and Use Tax for Affordable and Supportive Housing provided in SMC 08.07B;

3. Housing Equity and Attainable Residences Trust (HEART) Program provided in SMC 08.07C;

4. Parking 2 People Program provided in SMC 08.07D; or

5. Commercial Conversion Program provided in SMC 08.07E.

6. Home Investment Partnership Program (HOME)

7. Low intensity Single Family or Missing-middle (duplex, triplex, fourplex, cottage housing, townhouses) projects of six or fewer units qualify if at least 60% of units rent at or below the 120% AMI affordability level (30% of income) for the first two years.

8. Low Intensity Single Family or Missing-middle ((duplex, triplex, fourplex, cottage housing, townhouses)) fee-simple projects of six homes or fewer qualify if at least 60% of homes are initially sold at prices affordable to 120% AMI households (30% of income based on total monthly owner costs.

B. Approval or qualification for the programs listed above shall not grant a right to any deferred payment of permit fees under this chapter.

Section 08.21.040 Application Process

An owner or developer of an eligible project seeking to defer building and construction permit fees under this chapter must complete the following procedures:

A. The owner or affordable housing developer must apply to the City in writing, on forms adopted by the Development Services Department. The application must contain the following:

1. Proof of approval for an affordable housing sales and use tax deferral program or funding award recommendation as described in SMC 08.21.030;

2. A description of the affordable or attainable housing project and site plan;

3. A statement of the expected number of affordable or attainable housing units to be created; and

4. Estimated construction cost and post-construction valuation.

B. A statement that the owner or developer is aware that a real property lien will be placed on the parcel or parcels associated with the affordable housing development, which lien may be removed upon the time the deferred building and construction permit fees are paid in full.

C. A statement that the owner or developer is aware that a certificate of occupancy will not be issued until all deferred building and construction permit fees are paid in full.

D. The owner or developer must verify the application by oath or affirmation.

Section 08.21.050 Permit Fees Eligible for Deferral

A. Building and construction permit fees eligible for deferral under the Affordable Housing Permit Fee Deferrals Program are:

Building and Construction Permits	Spokane Municipal Code Reference
Building Permit	SMC 08.02.031(A)

Street Obstruction Permit	SMC 17G.010.210(D)

B. No other permit fees shall be deferred under the Affordable Housing Permit Fee Deferrals Program unless approved by the Director of Community and Economic Development. Deferral of other permit fees shall be subject to the provisions of this chapter.

C. A project approved under the Affordable Housing Permit Fee Deferrals Program may defer eligible permit fees up to $150,000.

Section 08.21.060 Permit Fees Due

A. Any permit fees deferred under the Affordable Housing Permit Fee Deferrals Program shall be paid (1) before a certificate of occupancy or temporary certificate of occupancy is issued or (2) at the expiration of each permit with a deferred fee, if the project is abandoned before completion.

B. All deferred permit fees shall be paid by the owner or developer regardless of whether the project is completed.

Section 08.21.070 Placement of Lien

A. A lien may be filed on all parcels approved under the Affordable Housing Permit Fee Deferrals Program, equivalent to all deferred building and construction permit fees.

B. Liens should be placed by the City in a manner that minimizes the financing risk of affordable developers and ensures completion of the affordable housing project.

C. A lien placed by the City shall only be removed when fees are paid in full by the developer or owner.

Section 08.21.080 Program Administration

A. The Development Services Center may, through administrative policies and procedures, place a limit on the total number and amount of fee deferrals to be outstanding at any one time.

B. An administrative fee may be applied and added to the repayment of the deferred fees.

C. Any administrative fee shall be due at the time of repayment by the owner or developer.

D. Administrative fees shall be used to support the administration of the program.

E. The Development Services Center may establish project evaluation criteria, policies, and procedures consistent with this chapter and any provisions for public rules in the Spokane Municipal Code.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

ORD C36733 (CATHCART AMENDMENT)(08-12-25)

Effective Date

PURPOSE OF AMENDMENT: Adds the word attainable to the title of the program and adds Attainable Housing to the list of definitions in order to expand the program's scope.

Agenda Sheet for City Council:

Committee: PIES **Date:** 08/18/2025

Committee Agenda type: Discussion

Council Meeting Date: 09/08/2025

Date Rec'd	8/12/2025		
Clerk's File #	ORD C36749		
Cross Ref #			
Project #			
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	SPENCER 509-625-6097	**Requisition #**	
Contact E-Mail	SGARDNER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	JBINGLE 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. 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. The periodic update is ongoing and there is additional time needed to make permanent changes. This ordinance proposes to extend the duration of the interim ordinance another six months to March 24, 2026. The period update is due in December 2026 so it is anticipated that at least one more extension will be necessary after this one.

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	

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		

Distribution List	
	smacdonald@spokanecity.org
sgardner@spokanecity.org	eking@spokanecity.org
amcdaniel@spokanecity.rg	

ORDINANCE NO. C_____

An ordinance to extend the duration of interim zoning ordinance C36646 concerning height limits; setting a public hearing; and reiterating a work program.

WHEREAS, on March 24, 2025, City Council adopted ordinance C36646, an interim zoning ordinance regarding height limits; and

WHEREAS, ordinance C36646 established a duration of six months, which expires on September 24, 2025; 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, pursuant to RCW 36.70A.390, the City Council held a public hearing in support of the adoption of this ordinance.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. 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 2. 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.

Section 3. Duration. That the duration of the interim zoning ordinance enacted by ordinance C36646 shall be extended an additional six months to March 24, 2026.

Section 4. 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.

ADOPTED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date