



The City of Spokane

City Council

Finance & Administration

Committee Agenda

1:00 PM. Tuesday, August 25, 2026

The Spokane City Council's Finance & Administration Committee meeting will be held at **1:00 PM. on 8/25/2026 1:00:00 PM**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live on the City Cable 5 livestream webpage:

<https://my.spokanecity.org/citycable5/live/> and on the Spokane City Council Facebook page: <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code # 2484 430 6675; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Finance & Administration meeting is regularly held every 4th Tuesday of each month at 1:00 PM. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken.

Public comment will be taken on the committee's agenda. Use the following link to sign up to speak for 2 min on any and all items on this month's agenda:

<https://forms.gle/Y3PZWznZdcznWr8u8>

Agenda:

. **Call to Order**

. **Discussion Items**

1. JOINT RESOLUTION AUTHORIZING AIRPORT TO PURCHASE ON EAST BRIDGEPORT - ROB SCHULTZ (5 minutes)
2. JOINT RESOLUTION AUTHORIZING GRANT OF ACCESS AND UTILITY EASEMENT - ROB SCHULZ (10 minutes)
3. SPECIAL BUDGET ORDINANCE – H.O.M.E. STARTS HERE DONATIONS - MATT BOSTON (5 minutes)
4. SPECIAL BUDGET ORDINANCE – INSURANCE FUNDS CLAIMS INCREASE - MATT BOSTON (5 minutes)
5. COMPUNET CISCO VALUE BLANKET EXTENSION - DEL MURPHY (5 minutes)
6. UTILITY RATE SETTING FOR 2027 & 2028 - MARLENE FEIST (20 minutes)
7. DOMESTIC VIOLENCE ADVOCACY PROGRAM AGREEMENT - JUSTIN BINGHAM (0 minutes)

8. ORDINANCE ESTABLISHING EQUITABLE BUDGETING FOR THE CITY OF SPOKANE - SARAH DIXIT (10 minutes)
9. ORDINANCE ENSURING TENANT PROTECTION DURING EMERGENCIES - PAUL DILLON (10 minutes)
10. FINANCE BOARDS & COMMISSIONS REPORTS - (5 minutes)

. **Consent Items**

1. FLEET SERVICES - PURCHASE OF SPRINTER VAN FOR THE WATER DEPARTMENT (FLEET SERVICES)
2. FLEET SERVICES - PURCHASE OF FORD F450 FUEL TRUCK FOR THE WATER DEPARTMENT (FLEET SERVICES)
3. CONTRACT RENEWAL 3 OF 4 WITH CLEAN ENERGY CORP. (FLEET SERVICES)
4. AMENDMENT TO INCREASE FUNDS - NORTH HILLYARD SIDEWALK INFILL - 2024065 (ENGINEERING SERVICES)
5. CONTRACT WITH LEONE & KEEBLE INC (SPOKANE, WA) FOR CONSTRUCTION THE WATER DEPT MAIN OFFICE RENOVATION PHASE 2 10/15/2026 TO 12/15/2027 FOR \$4,370,546.00 (FACILITIES MANAGEMENT)
6. CONTRACT RENEWAL 3 OF 4 WITH CLEAN ENERGY CORP. (FLEET SERVICES)
7. OUTSIDE COUNSEL CONTRACT AMENDMENT (CITY ATTORNEY)
8. OUTSIDE COUNSEL CONTRACT AMENDMENT (CITY ATTORNEY)

9. SYSTEMS & SOFTWARE UTILITY BILLING (ENQUESTA) ANNUAL SOFTWARE SUPPORT (INFORMATION TECHNOLOGY)
10. PURCHASE OF CATCH BASIN TRUCK FOR WASTEWATER MAINTENANCE (FLEET SERVICES)
11. PURCHASE OF 2 FORD F750 SERVICE TRUCKS FOR WATER (FLEET SERVICES)

- . **Public Testimony**

- . **Executive Session**

Executive Session may be held or reconvened during any Finance & Administration Committee meeting.

- . **Adjournment**

- . **Next Meeting**

Next Finance & Administration Committee meeting

The next meeting will be held at the regular date and time of 1:00 PM. September 22, 2026.

Americans with Disabilities Act (ADA) Information: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call Human Resources at 509.625.6373 or email Debbie DeCorde at DDecorde@SpokaneCity.org. 808 W. Spokane Falls Blvd., Spokane, WA, 99201. 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.

City Resolution No: 2. RES 2026-0062
County Resolution No. _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON
AND
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF AUTHORIZING	)	
THE AIRPORT BOARD TO	)	JOINT RESOLUTION
PURCHASE PROPERTY IDENTIFIED AS	)	
SPOKANE COUNTY ASSESSOR	)	
PARCEL 35014.0111	)	

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County ("County"), by and through its Board of County Commissioners, and the City of Spokane ("City"), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park ("Agreement"); and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, on July 16, 2026, the Airport Board recommended to the County and City the purchase of Spokane County Assessor Tax Parcel 35014.0111, residential property located generally at 7102 East Bridgeport Avenue, in the City of Spokane ("Property"), as described in that certain Real Property Purchase and Sale Agreement and Escrow Instructions, effective as of July 7, 2026 ("PSA"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to purchase the Property, on the terms and conditions set forth in Exhibit A;
2. That the Chief Executive Officer of the Airport, or delegee, be and is hereby authorized to prepare and execute any documents and do all things on behalf of Spokane County and City of Spokane necessary or related to purchase the Property and to carry out the terms and conditions of the PSA;

ADOPTED by the Spokane City Council this _____ day of _____, 2026.

Giacobe Byrd, City Clerk

Approved as to form:

City Attorney

[signature page follows]

PASSED AND ADOPTED this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

Ginna Vasquez
Clerk of the Board

MARY L. BROOKS, CHAIR

JOSH KERNS, VICE-CHAIR

AL FRENCH, COMMISSIONER

AMBER WALDREF, COMMISSIONER

CHRIS JORDAN, COMMISSIONER

EXHIBIT A

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,
DATED AS OF JULY 7, 2026,
BY AND BETWEEN SPOKANE AIRPORT AND ROY L. DAVIS ON BEHALF OF THE ESTATE OF LEROY A. DAVIS



City of Spokane / Spokane County Joint Resolution Authorizing

- A Utility Easement with Inland Power & Light
- The Purchase of Real Estate



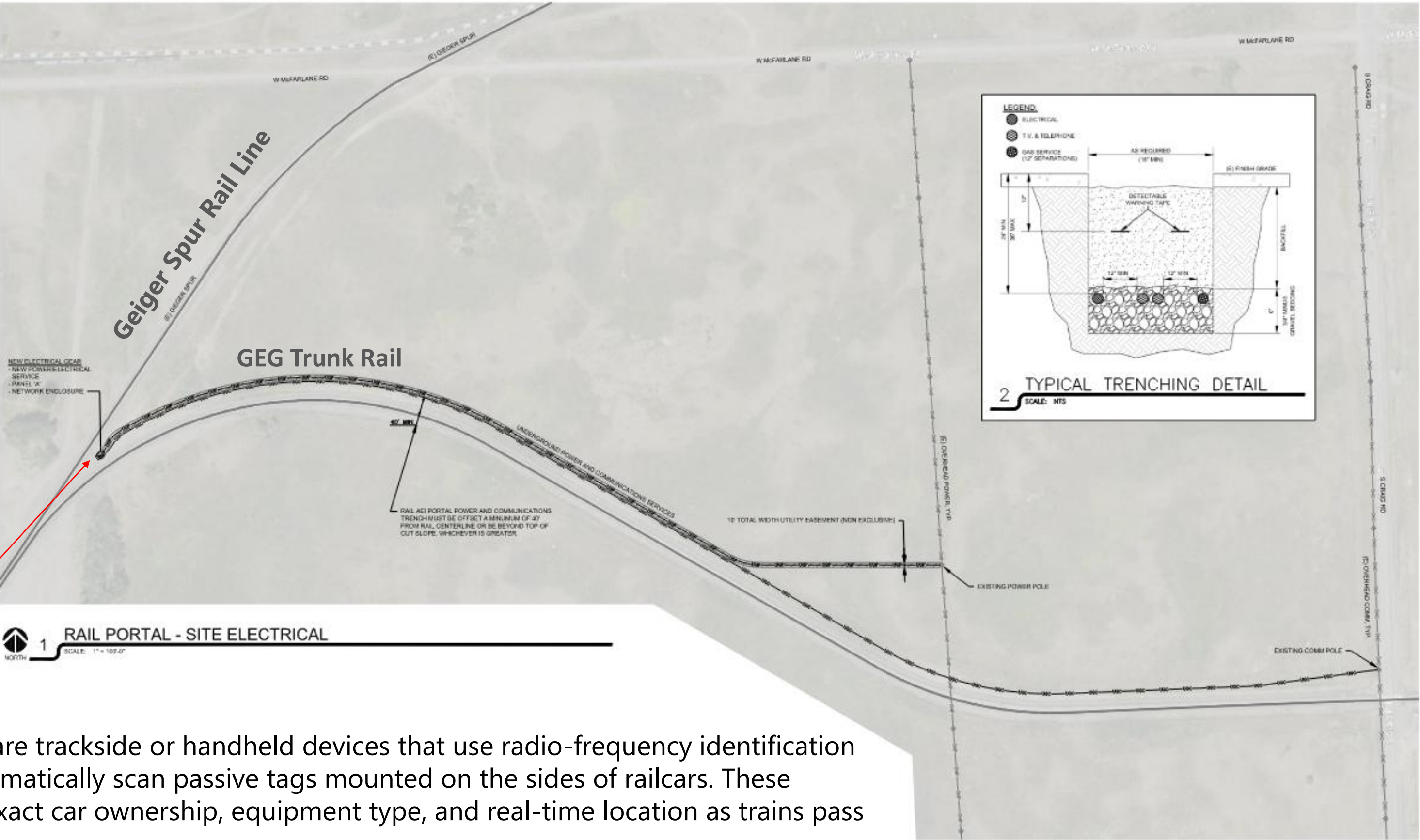
Spokane
International Airport

Rail-Truck Transload Facility – Inland Power & Light Co. Easement

The Transload Facility lies within Inland Power & Light's electrical Service Area. Electrical service was needed in two power a railcar reader, commonly known as Automatic Equipment Identification (AEI) readers and to provide electrical service to the Transload Facility.

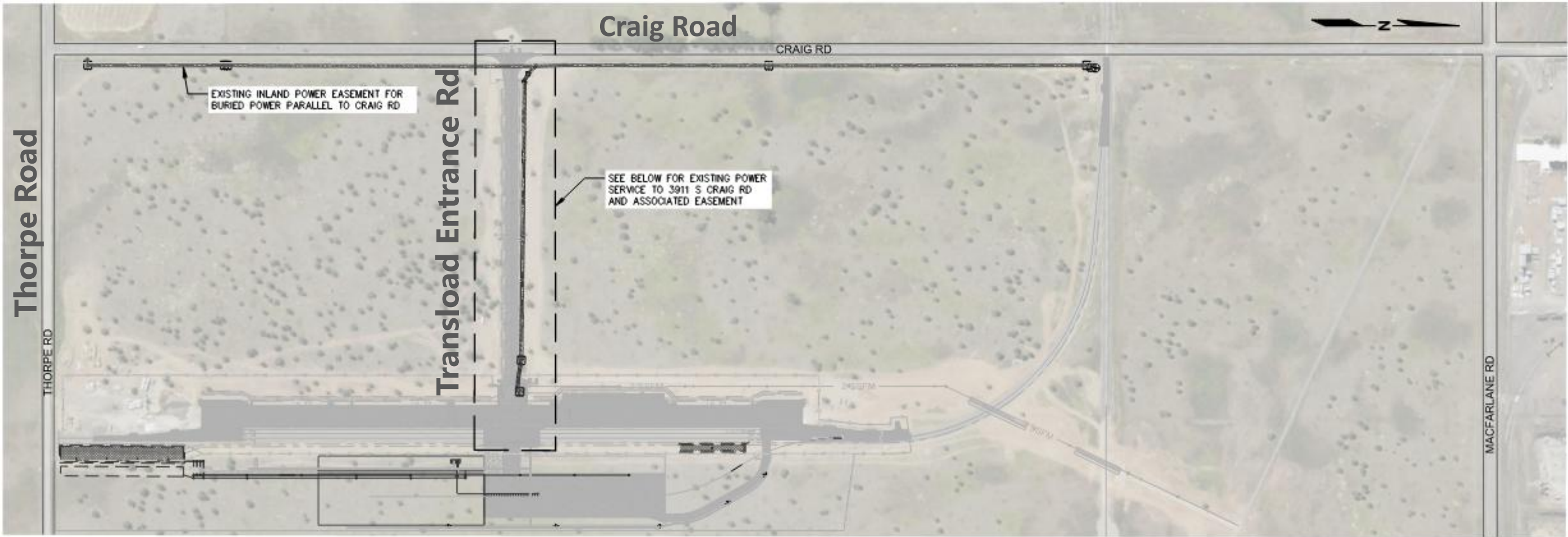


Rail-Truck Transload Facility – Inland Power & Light Co.

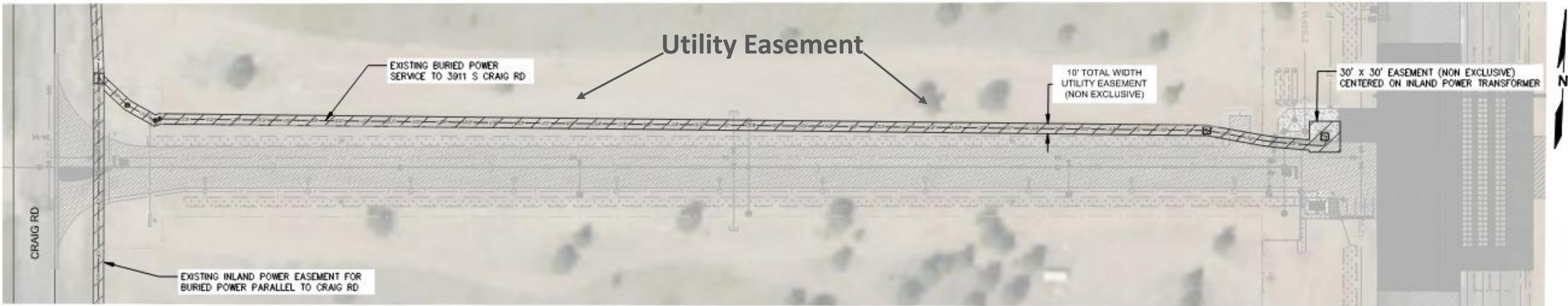


AEI readers, are trackside or handheld devices that use radio-frequency identification (RFID) to automatically scan passive tags mounted on the sides of railcars. These systems log exact car ownership, equipment type, and real-time location as trains pass

Rail-Truck Transload Facility – Inland Power & Light Co.

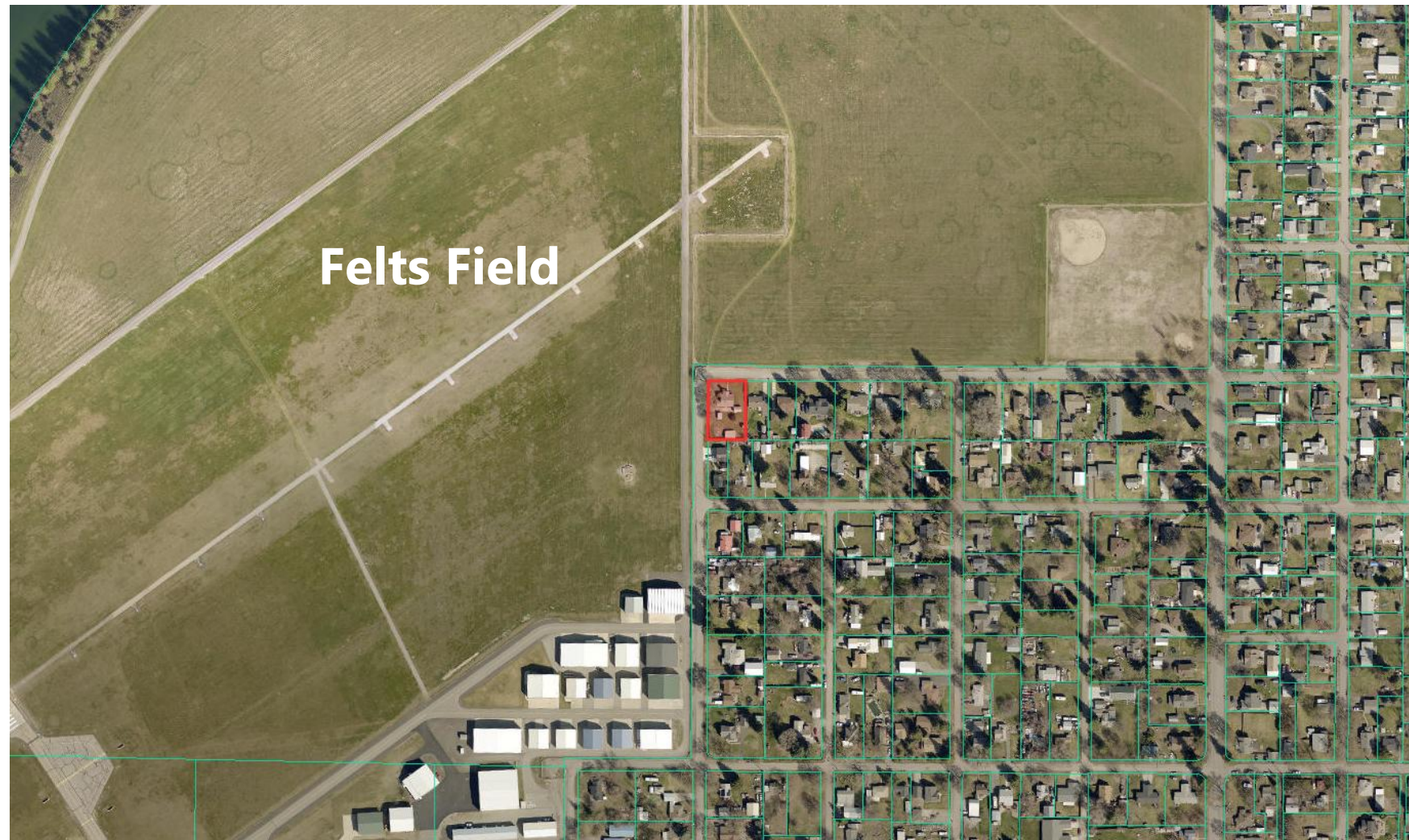


1 SIA TRANSLOAD FACILITY
SCALE: 1" = 200'



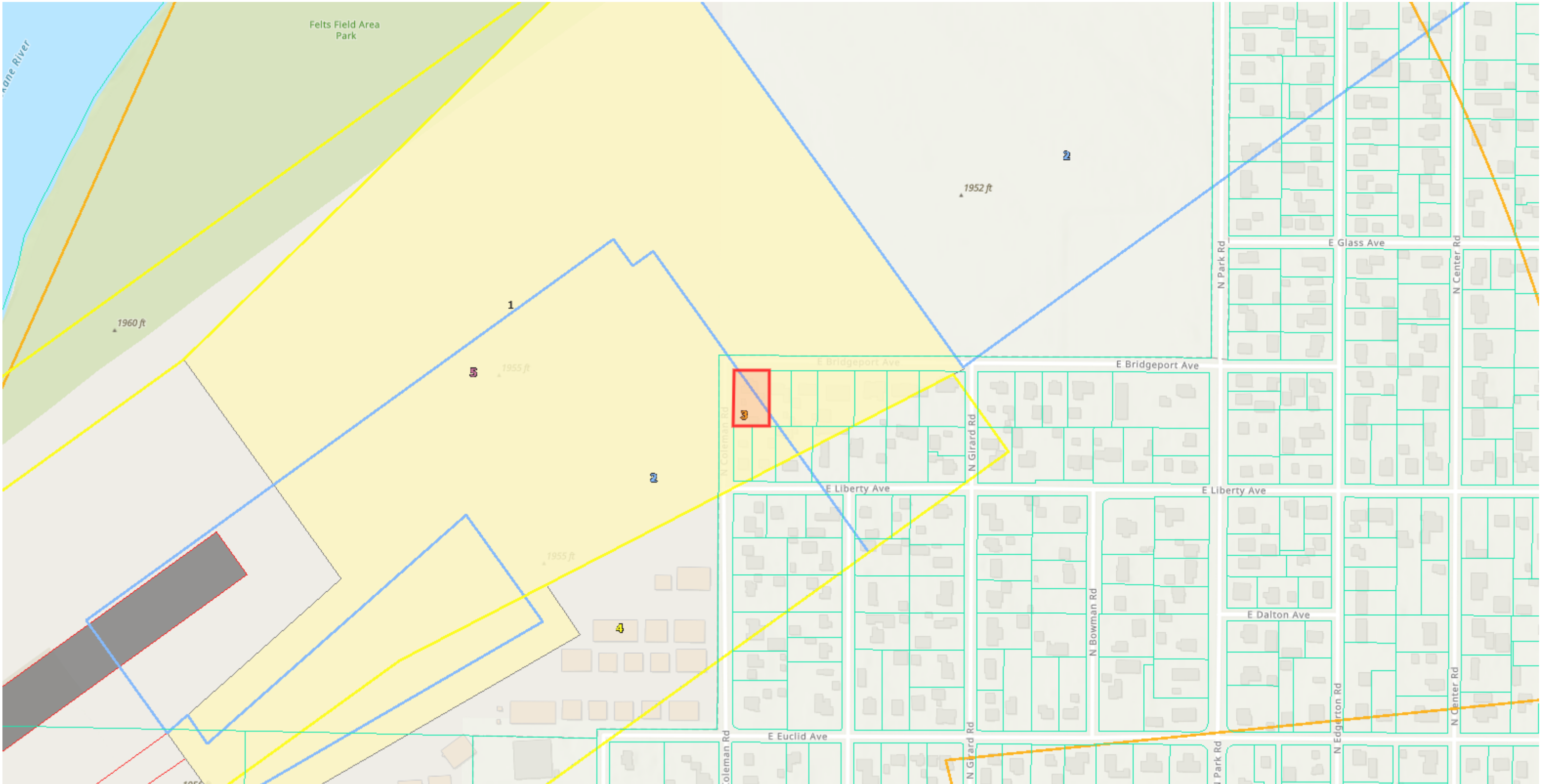
2 NEW INLAND POWER EASEMENT
SCALE: 1" = 50'

Davis Property Acquisition – 7102 E. Bridgeport

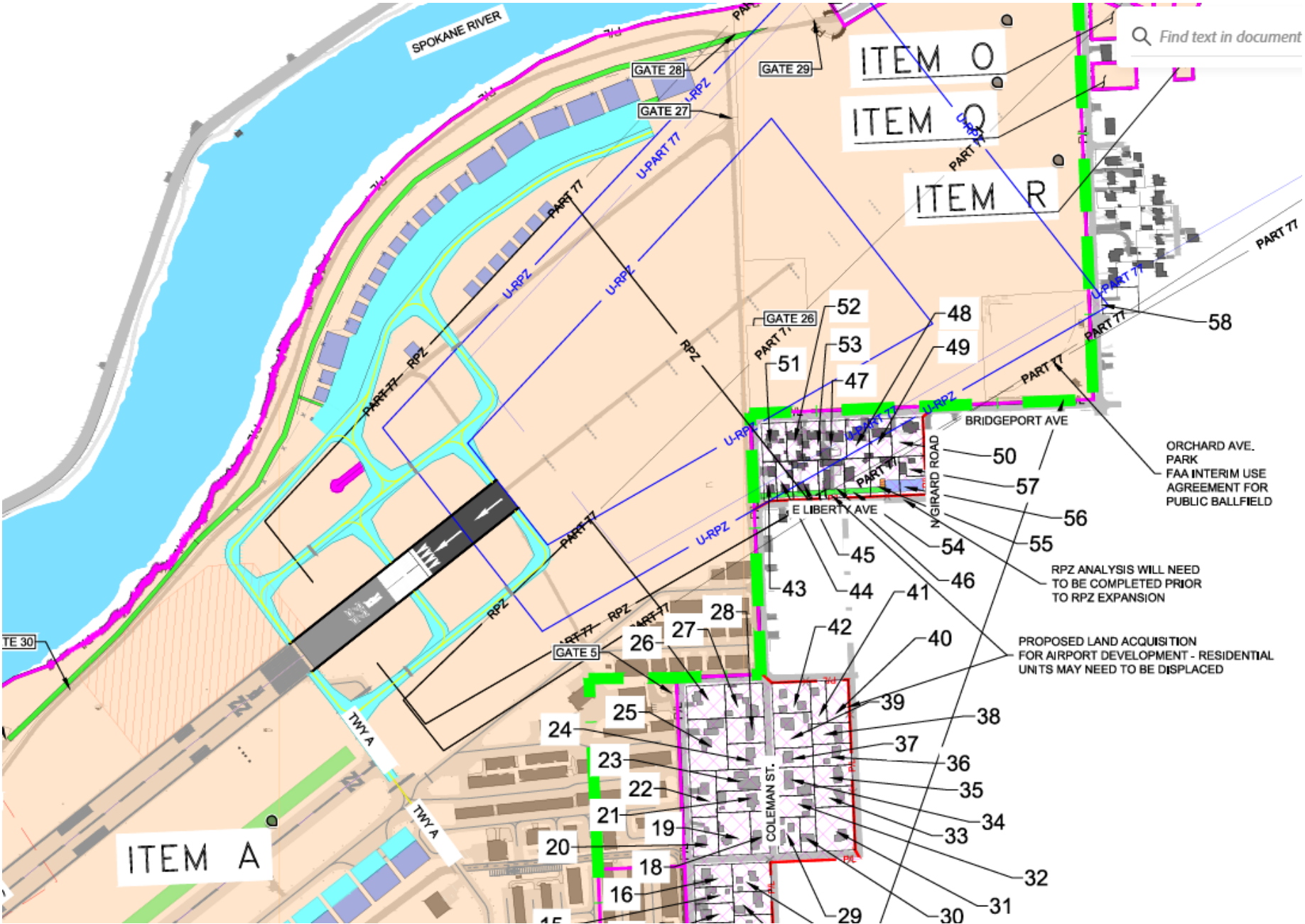


- Located at 7102 East Bridgeport Ave., (City of Spokane)
- Spokane County Tax Parcel, 35014.0111
- Parcel: (14,374.8 Square Feet)
- Fair Market Value determined by MAI Appraisal: \$300,000 (\$20.87 Per Square Foot)
- Purchase price: \$330,000 (\$22.96 Per Square Foot)
- Within Airport Compatibility Zone 1 and in the Runway Protection Zone
- Zoning: Residential
 - The home is a two-bedroom, two-bath bungalow built in 1927 on a 14,400 SF lot directly across from Felts Field Airport. The main floor contains living, dining, and kitchen areas with one full bath. The partially finished basement includes a recreation room, laundry area, and an additional 2 bathroom with a shower. Improvements include a detached one-car garage, a covered patio area, and a 432 SF detached "multipurpose building," a portion of which reportedly once served as a chicken coop.
 - Following the transaction's closing, the structures will be demolished.
- Clear Title
- Phase I Environmental Assessment unnecessary due to perpetual use as residential
- The seller contacted the Airport regarding the purchase

Airport Compatibility Zone / Runway Protection Zone



Airport Layout Plan



51	PRIVATE OWNER	FEE SIMPLE / AVIGATION EASEMENT	35014.0111	0.33	EXISTING / PROPOSED RPZ
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The client in this assignment is Spokane International Airport Board. The intended user of this appraisal and appraisal report is Spokane International Airport Board and the Federal Aviation Administration (FAA), and no others. The sole intended use is to assist in purchase decisions.

Assumptions and Conditions of the Appraisal

The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report. The findings and conclusions are further contingent upon the following appraisal conditions, extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions

- None.

Hypothetical Conditions

- None.

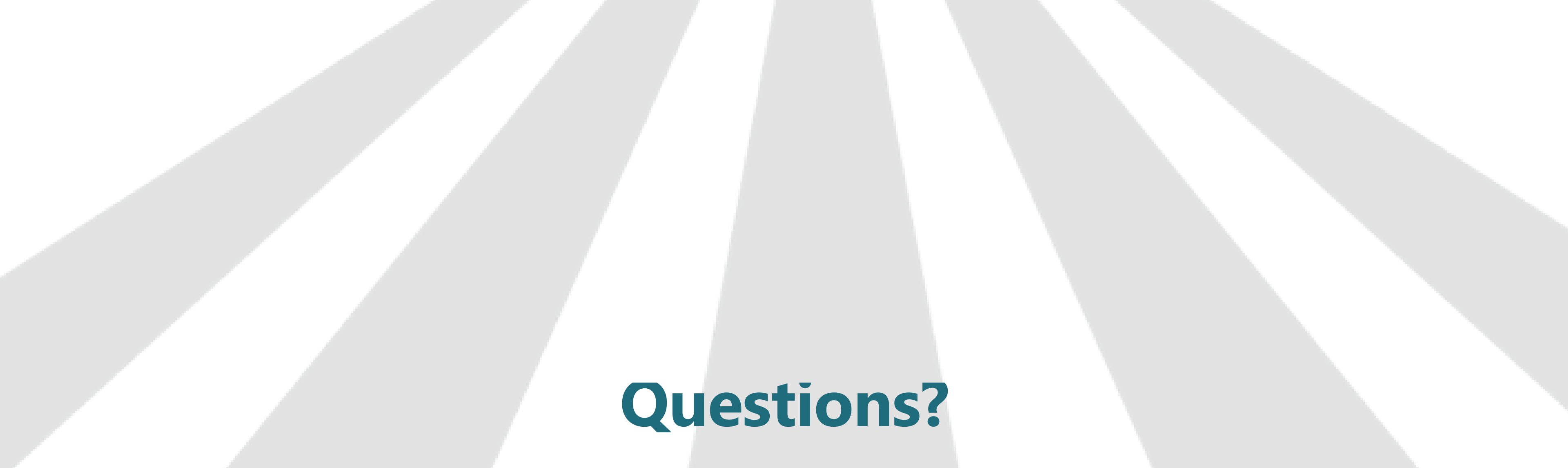
The conclusions presented in the following table are based on the analysis contained in the following report.

Value Conclusions	
Value Perspective and Premise	Current As Is
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	May 27, 2026
Value Conclusion	\$300,000

Respectfully submitted,
Valbridge Property Advisors | Inland Pacific Northwest

Julie Cope
Appraiser
Certified General Real Estate Appraiser
Washington State License #25025291
jcope@valbridge.com

Bruce C. Jolicoeur, MAI
Senior Managing Director
Certified General Real Estate Appraiser
Washington State License #1100633
bjolicoeur@valbridge.com



Questions?

City Resolution No: _____
County Resolution No. _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON
AND
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF GRANTING A NON-)	
EXCLUSIVE ACCESS AND UTILITY EASEMENT)	JOINT RESOLUTION
TO INLAND POWER & LIGHT CO. ON)	
SPOKANE COUNTY ASSESSOR PARCEL)	
NO. 15341.9009, 15342.9004, 15345.9010,)	
15355.9008)	

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County ("County"), by and through its Board of County Commissioners, and the City of Spokane ("City"), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park ("Agreement") by and through the Spokane Airport Board ("Airport Board"); and

WHEREAS, pursuant to Section 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property associated with Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park ("Airport"); and

WHEREAS, INLAND POWER & LIGHT CO. has requested an access and utility easement over real property situated within the boundaries of the Airport; and

WHEREAS, on July 16, 2026, the Airport Board recommended to the County and City the grant of an access and utility easement on Spokane County Assessor Parcel No. 15341.9009, 15342.9004, 15345.9010, 15355.9008, as set forth in that certain Right-Of-Way Easement, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, and respectfully requests approval of the same by the County and City; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board, or its delegee, is authorized to execute an access and utility easement as set forth in that certain Right-Of-Way Easement, a copy of which is attached hereto as Exhibit A; and
2. That the Chief Executive Officer of the Airport, or delegee, be and is hereby authorized to prepare and execute any documents and do all things on behalf of and for each the County and City necessary to grant an access and utility easement as set forth in that certain Right-Of-Way Easement, a copy of which is attached hereto as Exhibit A, or otherwise related thereto

ADOPTED by the Spokane City Council this _____ day of _____, 2026.

Giaccobe Byrd, City Clerk

Approved as to form:

City Attorney

[signature page follows]

PASSED AND ADOPTED this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

Ginna Vasquez
Clerk of the Board

MARY L. BROOKS, CHAIR

JOSH KERNS, VICE-CHAIR

AL FRENCH, COMMISSIONER

AMBER WALDREF, COMMISSIONER

CHRIS JORDAN, COMMISSIONER

EXHIBIT A

INLAND POWER & LIGHT CO. RIGHT-OF-WAY EASEMENT



City of Spokane / Spokane County Joint Resolution Authorizing

- A Utility Easement with Inland Power & Light
- The Purchase of Real Estate



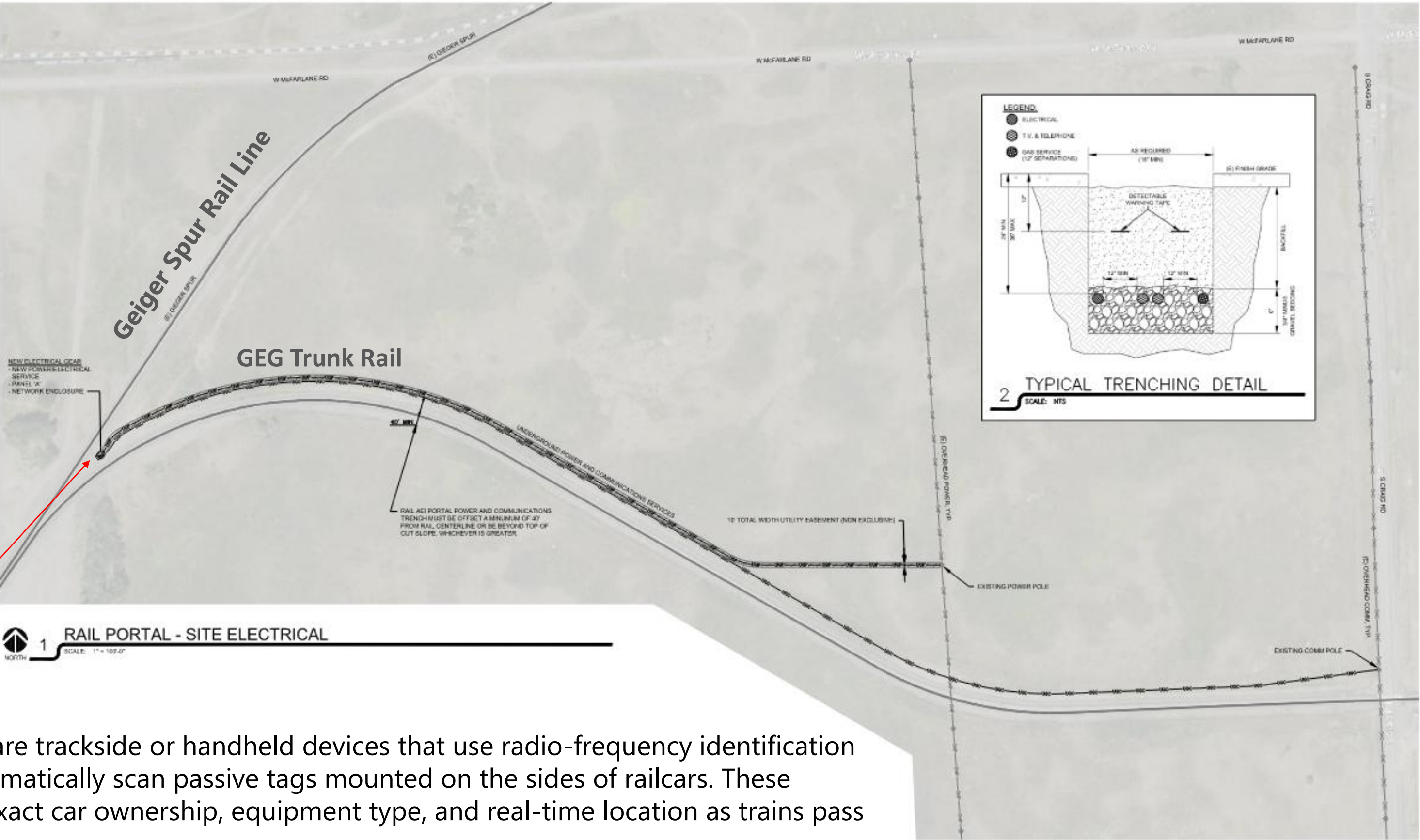
Spokane
International Airport

Rail-Truck Transload Facility – Inland Power & Light Co. Easement

The Transload Facility lies within Inland Power & Light's electrical Service Area. Electrical service was needed in two power a railcar reader, commonly known as Automatic Equipment Identification (AEI) readers and to provide electrical service to the Transload Facility.

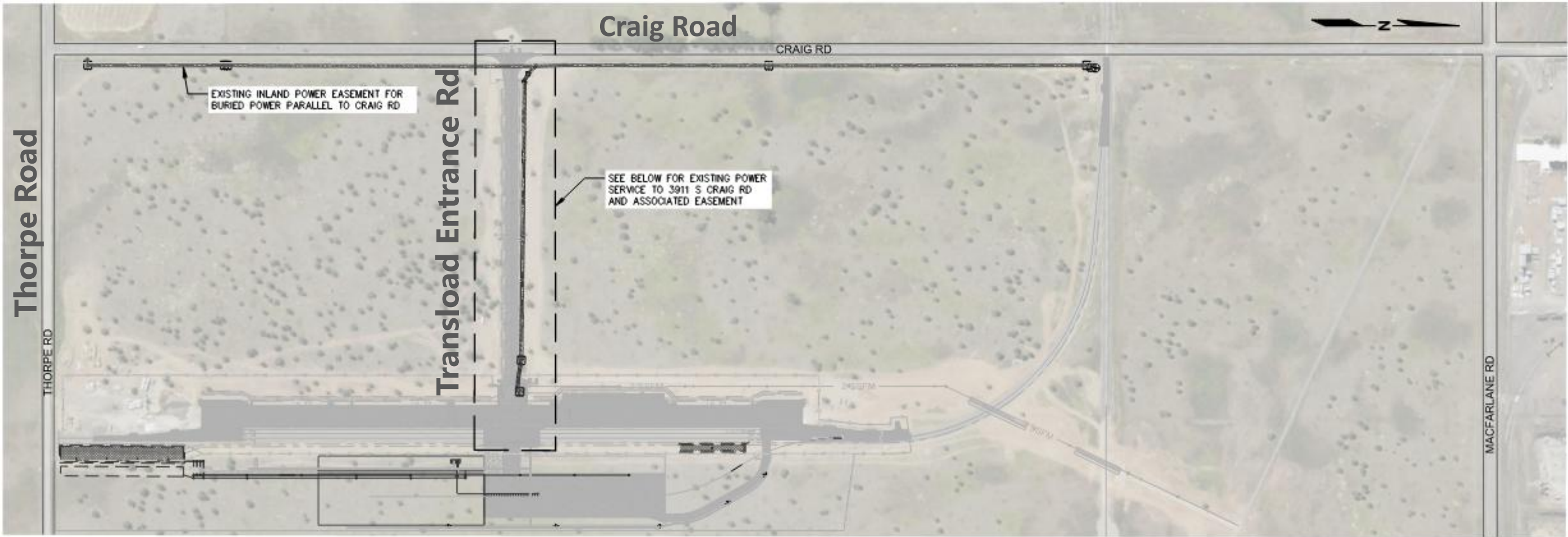


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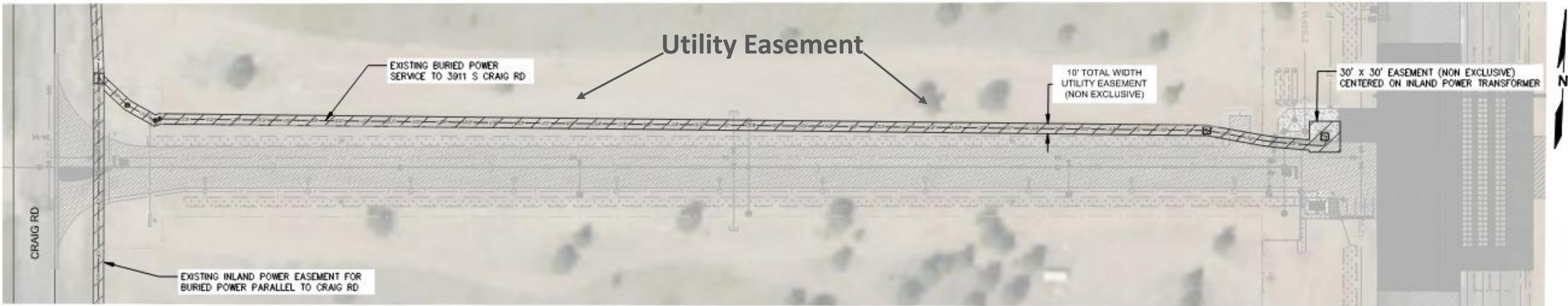


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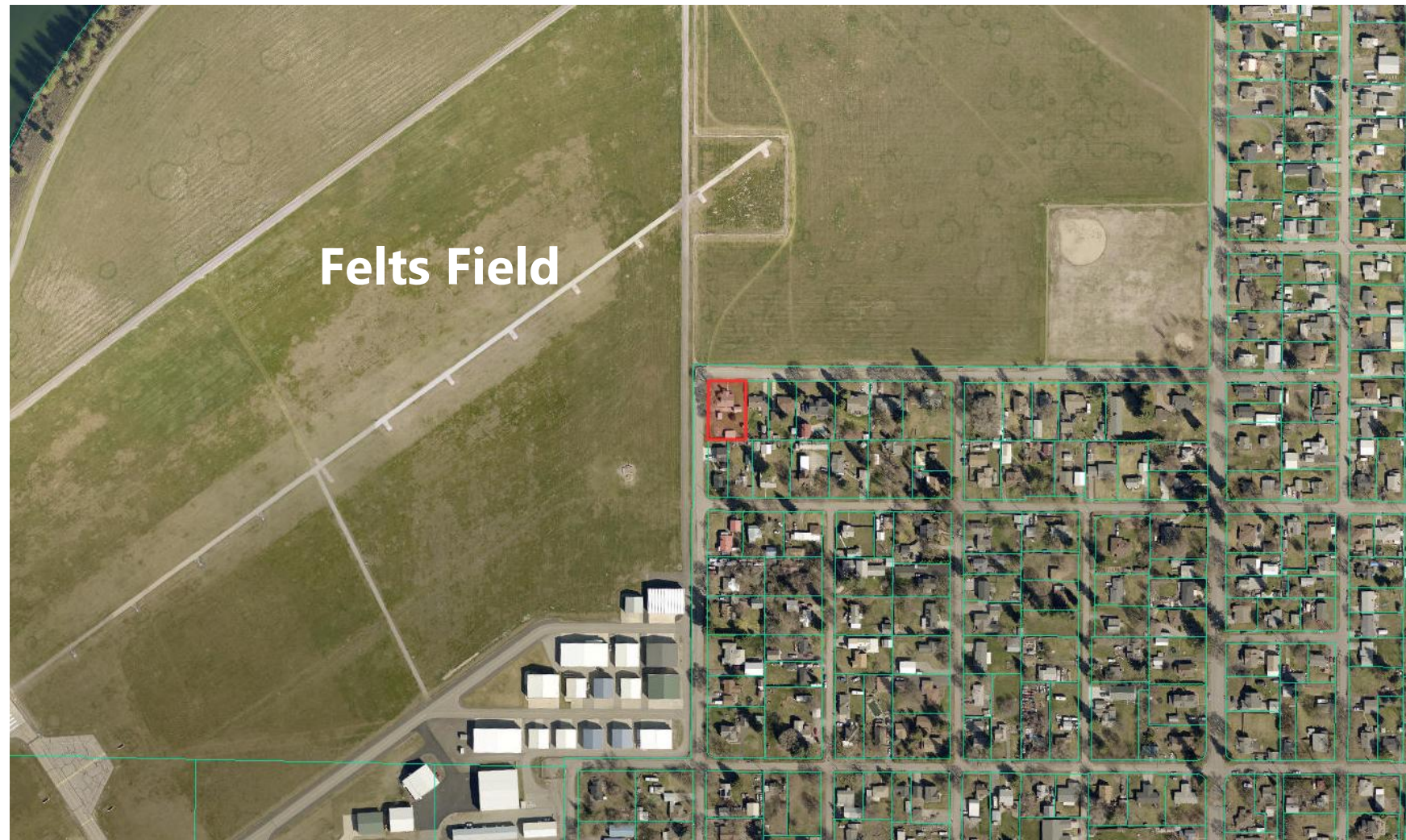


1 SIA TRANSLOAD FACILITY
SCALE: 1" = 200'



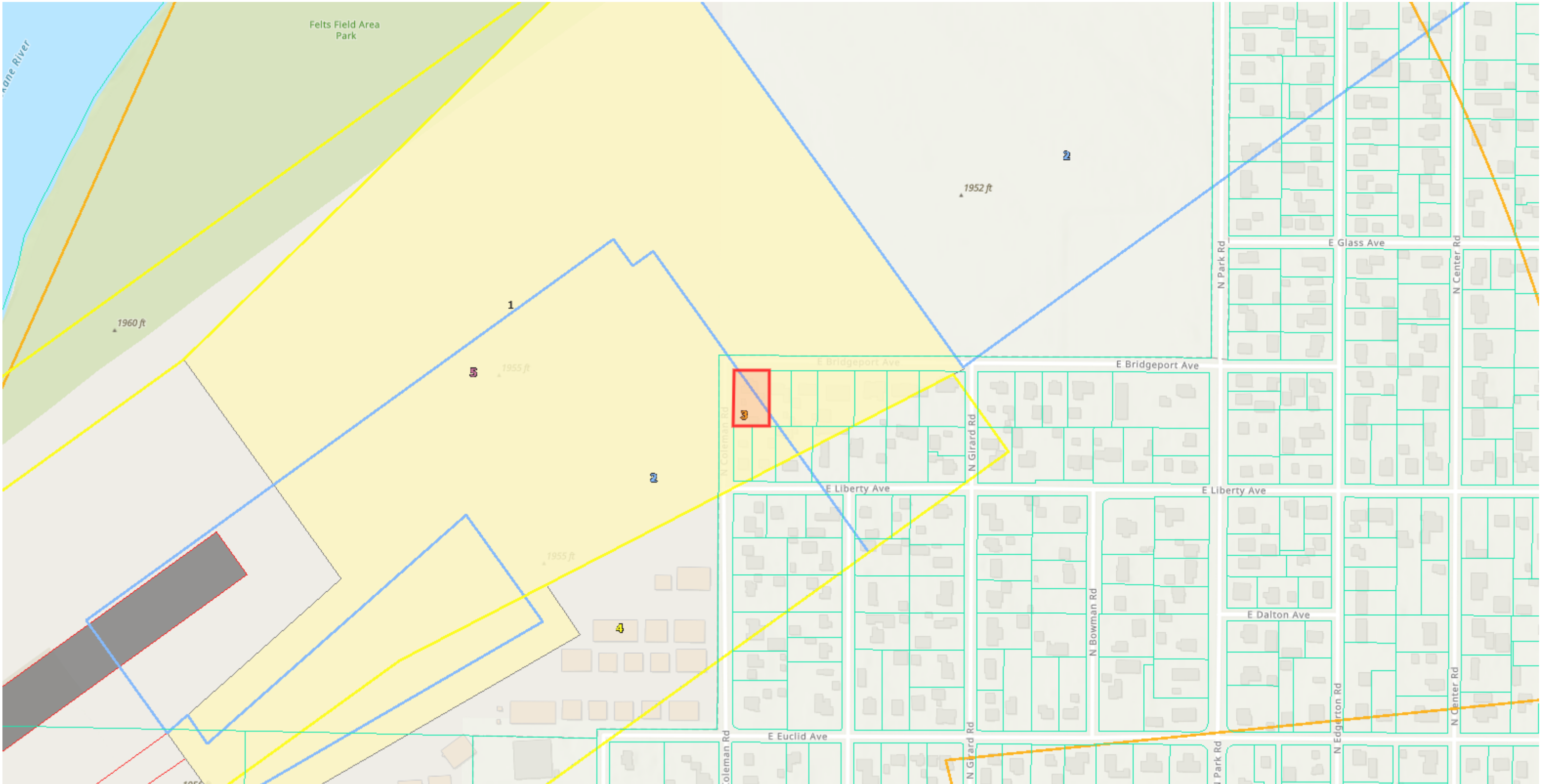
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Davis Property Acquisition – 7102 E. Bridgeport

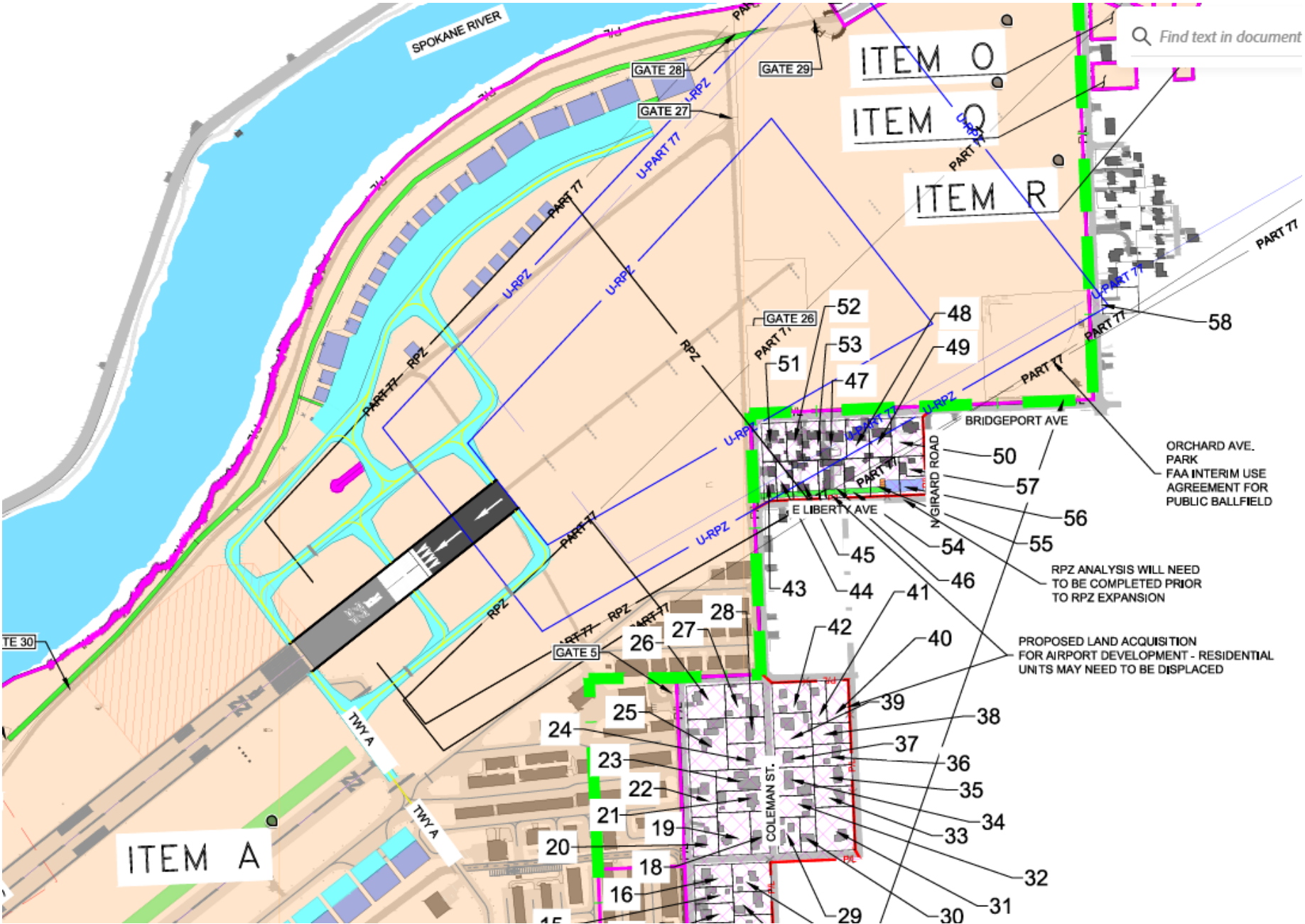


- Located at 7102 East Bridgeport Ave., (City of Spokane)
- Spokane County Tax Parcel, 35014.0111
- Parcel: (14,374.8 Square Feet)
- Fair Market Value determined by MAI Appraisal: \$300,000 (\$20.87 Per Square Foot)
- Purchase price: \$330,000 (\$22.96 Per Square Foot)
- Within Airport Compatibility Zone 1 and in the Runway Protection Zone
- Zoning: Residential
 - The home is a two-bedroom, two-bath bungalow built in 1927 on a 14,400 SF lot directly across from Felts Field Airport. The main floor contains living, dining, and kitchen areas with one full bath. The partially finished basement includes a recreation room, laundry area, and an additional 2 bathroom with a shower. Improvements include a detached one-car garage, a covered patio area, and a 432 SF detached “multipurpose building,” a portion of which reportedly once served as a chicken coop.
 - Following the transaction’s closing, the structures will be demolished.
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Airport Compatibility Zone / Runway Protection Zone



Airport Layout Plan



51	PRIVATE OWNER	FEE SIMPLE / AVIGATION EASEMENT	35014.0111	0.33	EXISTING / PROPOSED RPZ
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Extraordinary Assumptions

- None.

Hypothetical Conditions

- None.

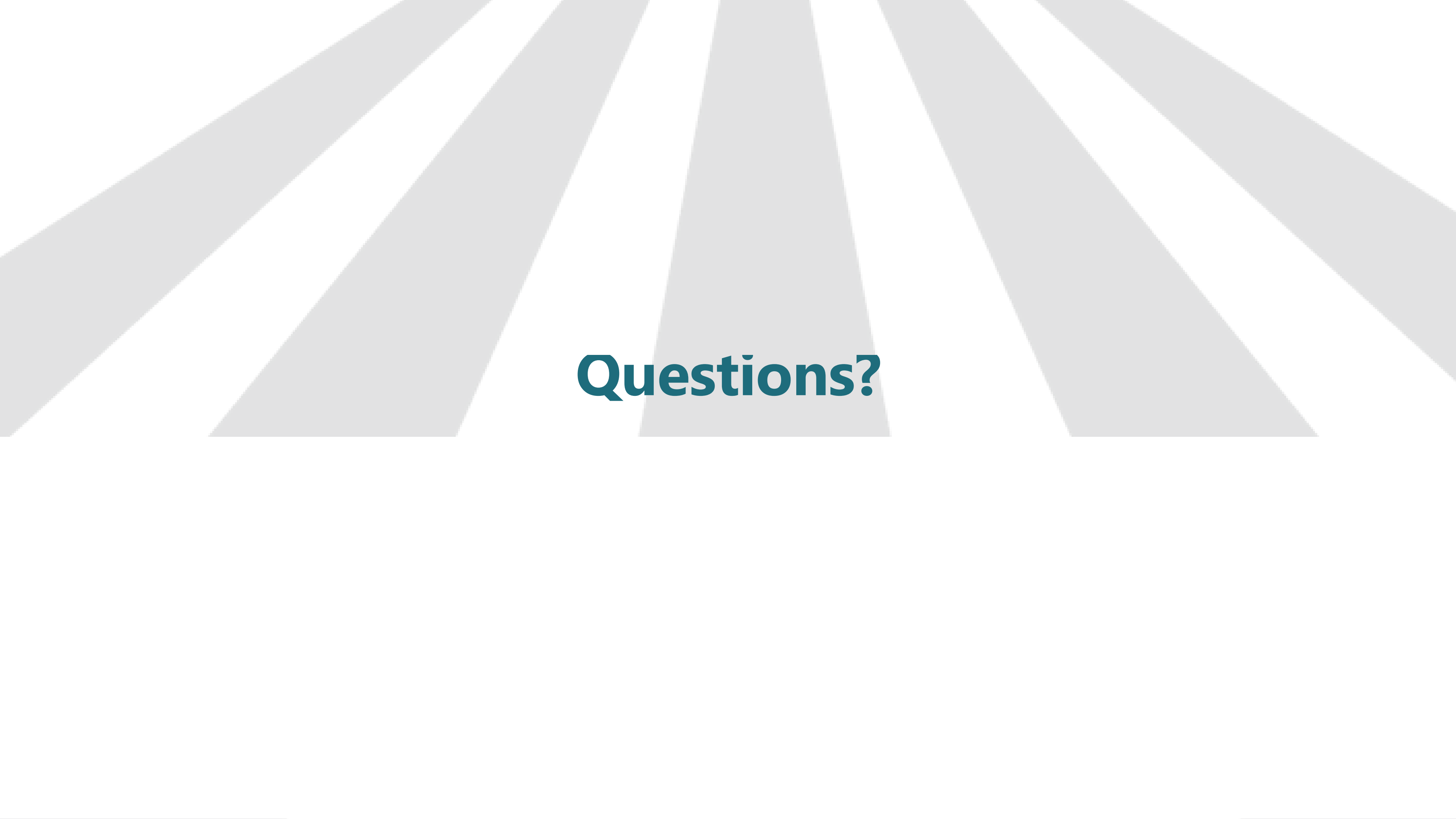
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Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	May 27, 2026
Value Conclusion	\$300,000

Respectfully submitted,
Valbridge Property Advisors | Inland Pacific Northwest

Julie Cope
Appraiser
Certified General Real Estate Appraiser
Washington State License #25025291
jcope@valbridge.com

Bruce C. Jolicoeur, MAI
Senior Managing Director
Certified General Real Estate Appraiser
Washington State License #1100633
bjolicoeur@valbridge.com



Questions?

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/25/2026**Committee Agenda type:** Discussion**Date Rec'd**

8/19/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 09/09/2026**Submitting Dept**

FINANCE & ADMINISTRATION

Bid #**Contact Name/Phone**

MATT BOSTON 625-6820

Requisition #**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

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

SPECIAL BUDGET ORDINANCE – H.O.M.E. STARTS HERE DONATIONS

Agenda Wording

Amending Ordinance No. C36794, entitled in part, "An Ordinance adopting a mid-biennial modification budget for the City of Spokane", and amending it to accept wildfire relief donations in the H.O.M.E. Starts Here account and provide financial assistance to individuals and families impacted by the Spokane Complex Fires, and declaring an emergency.

Summary (Background)

The City of Spokane has established a wildfire relief effort to provide direct assistance to individuals and families impacted by the recent wildfires in the Spokane area. The City is utilizing the existing H.O.M.E. Starts Here account as the vehicle to receive and administer donations designated for wildfire relief. While the H.O.M.E. Starts Here account is typically used to support efforts addressing homelessness, the account is being temporarily utilized to facilitate the collection and distribution of donations specifically intended to assist community members affected by the wildfires. The recent wildfires resulted in significant impacts to the Spokane community, including the destruction of hundreds of homes and the displacement of residents. The wildfire relief effort provides an opportunity for members of the community to contribute directly toward recovery assistance for individuals and families experiencing losses as a result of the fires. As donations are received, the H.O.M.E. Starts Here account's budget must be increased to recognize the additional donation revenue and provide corresponding expenditure authority for the distribution of those funds to eligible wildfire-affected individuals and families. The proposed budget adjustment reflects the receipt and intended use of donated funds.

What impacts would the proposal have on historically excluded communities?

The proposal will provide financial assistance to individuals and families affected by the wildfires, including historically excluded communities that may have fewer financial resources or other barriers to recovering from a significant loss. Assistance will be available based on wildfire-related need rather than demographic characteristics.

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

Because this is a short-term, donation-funded relief effort rather than an ongoing City service, demographic data may be limited.

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

Effectiveness will be evaluated based on the amount of donations received and distributed, the number of impacted individuals and families assisted, and the types of wildfire-related needs addressed. Feedback from recipients and community partners may also be used to assess whether the assistance is addressing identified recovery needs.

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

The proposal aligns most directly with Chapter 6 (Housing) of the City of Spokane Comprehensive Plan, particularly policies supporting housing stability and meeting the needs of residents with limited resources, by helping wildfire-impacted households address immediate housing-related and financial recovery needs. It also advances the Plan's broader goals related to Neighborhoods and Social Health.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$ 1,000,000	
Current Year Cost		\$ 1,000,000	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Although \$1 million has not been received yet, this is in anticipation of that occurring.			
Amount		Budget Account	
Revenue	\$ 1,000,000	#	1650-53015-99999-36710-99999
Expense	\$ 1,000,000	#	1650-53015-65410-54201-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source One-Time			
Funding Source Type Select			
Is this funding source sustainable for future years, months, etc?			
No, donations are a one-time funding source.			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	STRATTON, JESSICA	<u>MANAGEMENT &</u>	MILLER, JACOB
<u>Division Director</u>	STRATTON, JESSICA		
<u>Accounting Manager</u>	DUFFEY, ANDREW		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
mboston@spokanecity.org		Jstratton@spokanecity.org	
jmiller@spokanecity.org		sneal@spokanecity.org	

ORDINANCE NO _____

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ACCEPT WILDFIRE RELIEF DONATIONS IN THE H.O.M.E. STARTS HERE ACCOUNT AND PROVIDE FINANCIAL ASSISTANCE TO INDIVIDUALS AND FAMILIES IMPACTED BY THE SPOKANE COMPLEX FIRES, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Community Development Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the Community Development Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$1,000,000.
 - A) Of the increased revenue, \$1,000,000 is provided solely for contributions/donations in the H.O.M.E. Starts Here account.
- 2) Increase appropriation by \$1,000,000.
 - A) Of the increased appropriation, \$1,000,000 is provided solely for contractual services in the H.O.M.E. Starts Here account.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept wildfire relief donations in the H.O.M.E. Starts Here account and provide financial assistance to individuals and families impacted by the Spokane Complex Fires, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/25/2026**Committee Agenda type:** Discussion**Date Rec'd**

8/19/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 09/09/2026**Submitting Dept**

FINANCE & ADMINISTRATION

Bid #**Contact Name/Phone**

MATT BOSTON 625-6820

Requisition #**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

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

SPECIAL BUDGET ORDINANCE – INSURANCE FUNDS CLAIMS INCREASE

Agenda Wording

Amending Ordinance No. C36794, entitled in part, "An Ordinance Adopting a Mid-Biennial Modification Budget for the City Of Spokane", and amending it to increase budget to account for increased claims experience for Risk Management, Workers' Compensation, and Employee Benefits, and declaring an emergency.

Summary (Background)

To efficiently and quickly pay claims, the Risk Management, Workers' Compensation, and Employee Benefits funds need additional budget. All three insurance funds have experienced higher than anticipated claims experience in 2026 and have gone through original program budgets at a quicker pace than anticipated. For Workers' Compensation and Benefits, the increase is due to a combination of higher medical and prescription costs and higher claim volume. For Risk Management, a higher number of settlements have occurred in 2026 vs prior years. Workers' Compensation has also accumulated salary savings due to two vacancies within the small program. Salary savings will be utilized to offset the negative effect on fund balance

What impacts would the proposal have on historically excluded communities?

N/A – workers’ compensation claims are for City of Spokane employees and mandated through the State of Washington. Employee benefits funding is to pay ongoing medical insurance claims for City of Spokane employees.

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 – workers’ compensation claims are for City of Spokane employees and mandated through the State of Washington. Employee benefits funding is to pay ongoing medical insurance claims for City of Spokane employees. No data is collected.

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

N/A – workers’ compensation claims are for City of Spokane employees and mandated through the State of Washington. Employee benefits funding is to pay ongoing medical insurance claims for City of Spokane employees. No data is collected.

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 – workers compensation claims are for City of Spokane employees and mandated through the State of Washington. Employee benefits funding is to pay ongoing medical insurance claims for City of Spokane employees.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$ 7,700,000	
Current Year Cost		\$ 7,700,000	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 350,000	# 5800-78100-19000-54601-99999 (Risk Claims)	
Expense	\$ (150,000)	# 5810-78300-17610-5xxxx-99999 (WC Salary	
Expense	\$ 3,500,000	# 5810-78500-17680-54601-99999 (WC Claims)	
Expense	\$ 4,000,000	# 5830-78720-17380-54601-99999 (Premera	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Reserves	
Is this funding source sustainable for future years, months, etc?			
One-time funding, salary savings and fund balance from reserves through program revenues			
Expense Occurrence		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	STRATTON, JESSICA	<u>MANAGEMENT &</u>	MILLER, JACOB
<u>Division Director</u>	STRATTON, JESSICA		
<u>Accounting Manager</u>	DANIELS, DERREK		
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
mboston@spokanecity.org		jstratton@spokanecity.org	
Jmiller@spokanecity.org		sneal@spokanecity.org	

ORDINANCE NO _____

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO INCREASE BUDGET TO ACCOUNT FOR INCREASED CLAIMS EXPERIENCE FOR RISK MANAGEMENT, WORKERS' COMPENSATION, AND EMPLOYEE BENEFITS, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Risk Management, Workers' Compensation, and Employee Benefits Funds, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the Risk Management Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$350,000.
- A) Of the increased appropriation, \$350,000 is provided solely for insurance claims.

Section 2. That in the budget of the Workers' Compensation Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Decrease appropriation by \$150,000.
- A) Of the decreased appropriation, \$150,000 is provided solely from base wages and associated benefits due to salary savings.
- 2) Increase appropriation by \$3,500,000.
- A) Of the increased appropriation, \$3,500,000 is provided solely for insurance claims.

Section 3. That in the budget of the Employee Benefits Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$4,000,000.
- A) Of the increased appropriation, \$4,000,000 is provided solely for insurance claims.

Section 4. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to increase budget to account for increased claims experience, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/25/2026**Committee Agenda type:** Reports, Contracts & Claims**Date Rec'd**

8/4/2026

Clerk's File #

OPR 2024-0277

Cross Ref #**Project #****Council Meeting Date:** 09/09/2026**Submitting Dept**

INFORMATION TECHNOLOGY

Bid #**Contact Name/Phone**

DEL MURPHY X6982

Requisition #

VB301544

Contact E-Mail

DIMURPHY@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

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

COMPUNET CISCO VALUE BLANKET EXTENSION

Agenda Wording

Extension of the current Value Blanket with CompuNet (Grangeville, Idaho) through September 30, 2028 for Cisco network and other equipment replacement and continued operation support including license subscriptions to meet contractual obligations. Requesting \$2,800,000 annually to cover current and anticipated purchases. All purchases will use WA DES Contract # 05819/NASPO # AR3227 (A Replacement WA DES contract is in process, and a new number will be provided when available) and/or Omnia Contract # R250302, which offer pricing advantages for government entities.

Summary (Background)

The funds for these investments have already been set aside in our current-year and next-year IT infrastructure budgets and the CIP Budget. CompuNet is the Primary Value-Added Reseller (VAR) for the infrastructure equipment for the City's Network, Internet Firewalls, Phone System, including the 311 Call Queuing system, and for all City Facilities with desk and soft phones. CompuNet is also the primary VAR supporting the new PSAP Infrastructure system design and deployment. Purchases from CompuNet go beyond IT Network; this value blank supports City-wide equipment purchases.

What impacts would the proposal have on historically excluded communities?

Not applicable – annual hardware purchases and services for support

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 – annual hardware purchases and services for support

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

All network infrastructure performance issues and outages are routinely tracked and managed. ITSD also routinely evaluates the incumbent vendor's effectiveness and analyzes other vendors' solutions to identify improvements and cost advantages over the current 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?

This VB is in support of existing systems and new projects within the city's IT infrastructure team as well as public works, PSAP, SPD, SFD, and Parks. This infrastructure supports all City Operations for all departments. This service aligns with the Sustainable Resources strategic initiative by supporting sound financial objectives and quality customer service through a stable, current, redundant, and resilient network infrastructure.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 5,600,000	
Current Year Cost		\$ 2,800,000	
Subsequent Year(s) Cost		\$ 2,800,000	
<u>Narrative</u>			
This value blank (VB) includes the renewal of system licenses, support contracts, equipment replacements, and professional services for IT and grant-funded projects.			
Amount		Budget Account	
Expense	\$ 1,400,000	# 5300-73200-18850-54804 annually	
Expense	\$ 1,400,000	# 5300-73200-18850-54820 annually	
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	
<u>Dept Head</u>	MARTINEZ, LAZ	<u>PURCHASING</u>	NECHANICKY, JASON
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SZAMBELAN, TIMOTHY		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
N/A		Accounting - ywang@spokanecity.org	
Contract Accounting - ddaniels@spokanecity.org		Legal - mharrington@spokanecity.org	
Purchasing - cwahl@spokanecity.org		IT - itadmin@spokanecity.org	
Tax & Licenses			

[<](#) **Business Lookup****License Information:**[New search](#) [Back to results](#)**Entity name:** COMPUNET, INC.**Business name:** COMPUNET, INC.**Entity type:** [Profit Corporation](#)**UBI #:** 602-742-439**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 505 S FLORENCE ST
GRANGEVILLE ID 83530-2324**Mailing address:** 1111 S SILVERSTONE WAY
STE 200
MERIDIAN ID 83642-7381

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
Chehalis General Business - Non-Resident	14-5298			Active	Mar-31-2027	Sep-11-2014
Clarkston General Business - Non-Resident				Active	Mar-31-2027	Oct-02-2020
Grandview General Business - Non-Resident				Active	Mar-31-2027	Jan-08-2021
Kennewick General Business - Non-Resident				Active	Mar-31-2027	Oct-01-2020
Liberty Lake General Business - Non-Resident				Active	Mar-31-2027	Jan-29-2021
Moses Lake General Business - Non-Resident	BUS2020-064			Active	Mar-31-2027	Sep-28-2020
Pasco General Business - Non-Resident	36914			Active	Mar-31-2027	Oct-13-2020



Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Richland General Business - Non-Resident				Active	Mar-31-2027	Sep-30-2020
Spokane General Business - Non-Resident				Active	Mar-31-2027	Jan-08-2021
Sumner General Business - Non-Resident				Active	Mar-31-2027	Feb-01-2021
Vancouver General Business - Non-Resident				Active	Mar-31-2027	Sep-28-2020
Walla Walla General Business - Non-Resident				Active	Mar-31-2027	Oct-10-2020
Wenatchee General Business - Non-Resident				Active	Mar-31-2027	Sep-28-2020

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ENGSTROM, BROOKS	
MCFARLIN, TOM	



Owners and officers**Title**

SCHOO, DAWN

SCHOO, NOLAN B.

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
4/15/2026 9:16:13 AM

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/25/2026**Committee Agenda type:** Information Only**Date Rec'd**

8/19/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

PUBLIC WORKS

Bid #**Contact Name/Phone**

MARLENE FEIST 509-625-6505

Requisition #**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

KKLITZKE ZZAPPONE

Sponsoring at Administrators Request

NO

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

UTILITY RATE SETTING FOR 2027 & 2028

Agenda Wording

This is the continued discussion with Council on 2027 & 2028 Utility Rate Setting for Water, Wastewater, Stormwater, and Solid Waste Collection.

Summary (Background)

City Council has been briefed on the proposed approach on the 2027 and 2028 Utility Rate Setting for Water, Wastewater, Stormwater, and Solid Waste Collection. These discussions have been reviewed with Council at three (3) Committees which are the following: 1) Public Infrastructure, Environment and Sustainability Committee on July 14th 2) Finance & Administration Committee on July 28th 3) Finance & Administration Committee meeting of August 25th In addition to the Climate Resilience and Sustainability Board meeting that was held on August 13th. These rate proposals for the City's water, wastewater, stormwater and solid waste operations are designed to meet the City's rate-setting principles of Simplicity & Transparency, Stability, Sustainability and Equity & Affordability. We are seeking from Council to approve these Utility Rates prior to the adoption of the next City biennial budget.

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 fund operations and approved projects.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			
mfeist@spokanecity.org		caveryt@spokanecity.org	
eshoedel@spokancity.org		rhulvey@spokancity.org	
mmarroquin@spokancity.org			

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/25/2026**Committee Agenda type:** Reports, Contracts & Claims**Date Rec'd**

8/11/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 09/09/2026**Submitting Dept**

CITY ATTORNEY

Bid #**Contact Name/Phone**

JUSTIN 5994

Requisition #

2027 FUNDS

Contact E-Mail

JBINGHAM@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON BWILKERSON

Sponsoring at Administrators Request

NO

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

DOMESTIC VIOLENCE ADVOCACY PROGRAM AGREEMENT

Agenda Wording

The City Prosecutor's budget for 2027 and 2028 includes \$68,541.49 annually to assist in funding one full-time domestic violence advocate per year in partnership with the YWCA.

Summary (Background)

State law requires Domestic Violence victims be informed of every critical stage of criminal proceedings. The YWCA has fulfilled the City of Spokane's requirement for Domestic Violence victim advocacy for many years. Several years ago, budget cuts required the City of Spokane to drastically reduce funding to the YWCA. The YWCA was able to supplement the funding provided by the City of Spokane donor funding. Unfortunately, that donor funding ceased at the end of 2022. The City of Spokane added extra funds to the 2023 contract to continue the same level of advocate services. The YWCA has maintained the same request for funding in the current biennial budget.

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		\$ \$68,541.49	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ \$68,541.49	#	0500-15100-15300-54101-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source			
Funding Source Type Select			
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	PICCOLO, MIKE	<u>PURCHASING</u>	WAHL, CONNIE
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SZAMBELAN, TIMOTHY		
<u>For the Mayor</u>	YATES, MAGGIE		
Distribution List			
Janinew@ywcaspokane.org		jbingham@spokanecity.org	
dwhaley@spokanecity.org		ywang@spokanecity.org	

City Clerk's No. _____



City of Spokane

AGREEMENT

Title: **DOMESTIC VIOLENCE
ADVOCACY PROGRAM**

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **YWCA SPOKANE**, whose address is 930 North Monroe Street, Spokane, Washington 99201, as ("Agency"). Hereafter individually referenced as a "party", and together the "parties".

WHEREAS, the Agency and the City were participants in the Spokane Regional Domestic Violence Team (SRDVT) while the Team was operated wholly or partially with federal grant funds; and

WHEREAS, the City formed its own Municipal Court under RCW 3.50 effective January 1, 2009; and

WHEREAS, the Agency is the sole area provider of a state recognized community based domestic violence advocacy program; and

WHEREAS, the City is willing to provide partial funding to the Agency so it may continue to provide these services.

Now, Therefore,

The parties agree as follows:

1. **PERFORMANCE.** The Agency shall provide domestic violence legal advocacy services in accordance with the attached Scope of Work.
2. **TERM.** This Agreement shall become effective on January 1, 2027, and run through December 31, 2028. Either party may terminate this Agreement at any time upon thirty (30) days written notice. In the event of such termination, the City shall pay the Agency for all work previously authorized and performed prior to the termination date.

3. FUNDING. The City shall contribute a maximum of **SIXTY-EIGHT THOUSAND FIVE HUNDRED FORTY-ONE AND 49/100 DOLLARS (\$68,541.49)**, per year, toward the costs of the Advocates, to include salary and fringe benefits. The City shall reimburse the Agency for its expenses on a monthly basis. The Agency shall send its applications for payment to the Spokane City Prosecutor's Office, 909 West Mallon Avenue, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Agency's application.

4. INDEPENDENT CONTRACTOR. In the performance of the Agreement, the Agency is an independent contractor and not the agent or employee of the City. The Agency, its employees and agents are not entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.

5. INDEMNIFICATION. The Agency shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Agency, its officers, employees and subcontractors in connection with the performance of the Agreement, except to the extent of those claims arising from the negligence of the City, its officers and employees.

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

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

Note: Workers Compensation may not be listed on the COI since WA businesses are required to obtain through L & I. Employers Liability or Stop Gap is separate coverage and can be found under the GL or in the Workers Compensation section on COI.

B. **General Liability Insurance** on an occurrence basis, of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.

i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

D. **Sexual and Molestation (SAM):** Contractor shall maintain insurance, in the amount of 1,000,000 per occurrence \$2,000,000 aggregate, for the greater of 12 months or the duration of the contract.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. Except with regard to Professional Liability (when required) and Worker's Compensation Insurance, each of the policies shall endorse the City of Spokane as an "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. 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.

7. AUDIT / RECORDS. The Agency and its subcontractors shall maintain for a minimum of three years following final payment all records related to its performance of the Agreement. The Agency and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

8. REPORTS. The Agency shall submit to the City Prosecutor or his designee quarterly reports detailing its contractual performance.

9. FUTURE SUPPORT. The City assumes no obligation for future support of the services contracted for except as expressly set forth in this Agreement.

10. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Agency 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 Agency.

11. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state and local laws, regulations, and executive orders which are incorporated by reference into this Agreement.

12. ASSIGNMENTS. This Agreement is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

13. ENTIRE AGREEMENT. This written Agreement constitutes the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.

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

15. AMENDMENTS. This Agreement may be amended at any time by mutual written agreement.

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

17. DISPUTES. This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.

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

19. DEBARMENT AND SUSPENSION.

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

////

////

YWCA SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Scope of Work

Exhibit B – Certificate of Debarment

26-151

SCOPE OF WORK

1. Staffing. The Agency shall hire a three-fourth (3/4) full time employee as a Domestic Violence Advocate, hereinafter the "Advocate", who shall be dedicated to handling certain matters associated with misdemeanor and gross misdemeanor domestic violence cases being prosecuted by the Office of the City Prosecutor in the Spokane Municipal Court. Each Advocate shall report to, and be supervised by, the Agency, which shall direct his / her day-to-day activities in accordance with the performance requirements specified herein.
2. Hours of Advocacy Services: The Agency shall provide the advocacy services to the Office of the City Prosecutor during the normal working hours, specifically, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays.
3. Scope of Advocacy Services:
 - A. Advocates shall be qualified, capable, and willing to explain to victims, in detail, the court system and the court processes, including the trial process. Advocates shall contact, and inform witnesses of this information, when appropriate and as time allows.
 - B. Advocates should make every reasonable effort to contact all victims in all cases prior to the First Appearance hearing in each case in order to:
 - 1) Provide the victim with some initial understanding of the sequence of events and legal process that will follow in the prosecution of the defendant for the harm caused the victim;
 - 2) Determine the victim's willingness to accept advocacy services to be provided under the terms of this Agreement, and secure proper authority for release of necessary information;
 - 3) Work with victim to assess their particular safety needs;
 - 4) Determine if a referral for community advocacy services is appropriate; and
 - 5) Work with victim to assess the victim's willingness to cooperate with the prosecution of the defendant, to define any concerns the victim may have with such cooperation, and to relay that information to the prosecutor assigned to the case.
 - C. Unless prohibited from doing so based upon an unequivocal request of the victim for termination of advocacy services, Advocates shall make every reasonable effort to keep in contact with alleged victims of domestic violence, regardless of

gender, and to encourage such victims to remain in contact with the Office of the City Prosecutor. Specifically, the Advocates should:

- 1) Make Good Faith efforts to contact the victim prior to each court hearing, specifically First Appearance, Arraignment, No Contact Order (NCO) Hearings, and Jury Trial, to:
- 2) Inform the victim on the status of the associated legal proceedings;
- 3) Work with victim to reevaluate the victim's safety needs;
- 4) Confirm the victim's current contact information, including address, telephone and at least one (1) message telephone number when available;
- 5) Re-assess the continuing willingness of the victim to cooperate with the prosecution of the defendant and to redefine any concerns the victim may have with such cooperation on an ongoing basis; and
- 6) Continue to develop a rapport with the victim, as well as provide any ongoing information and / or emotional support necessary to empower the victim and provide encouragement to the victim regarding testifying at trial.

D. An Advocate should work in partnership with the prosecutor to make reasonable efforts contacting all victims immediately after the Jury Readiness hearing regarding any cases that have been called "ready for trial" in order to:

- 1) Inform the victim of the strong likelihood the case involving him / her will proceed to trial as the circumstances of each particular case may require. Notify the victim the case has been continued or the case has been resolved and will not be going to trial.
- 2) Inform the victim of the specific date, time and location of the trial;
- 3) Confirm the victim is in receipt of a subpoena to testify at the trial; and
- 4) Confirm the victim's willingness to testify at trial.

E. Unless there are exceptional circumstances or other work requirements specifically precluding it, the Advocates shall make every reasonable effort to attend the following court appearances: First Appearance and all Trial dates for victim support. They shall attend other hearings when requested by the prosecuting attorney or victim, when time allows.

F. When Advocates have contact with victims, they shall update each associated file with detailed information regarding:

- 1) Date and time of any contact with a victim;
 - 2) Specific content of such communications that will assist in the prosecution of the case; and
 - 3) Update all contact information.
- G. Advocates shall make every reasonable effort to arrange meetings or telephone conferences between the Office of the City Prosecutor and victims when requested by the prosecuting authority.
- H. Courtroom attire is required for any Advocate who is attending court. Business dress casual shall be strictly adhered to by those Advocates not attending court on a given day.

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:

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.

<u>YWCA Spokane</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	<u>YWCA Legal Advocacy</u> Program Title (Type or Print)
<u>Jeanette Hauck</u> Name of Certifying Official (Type or Print)	_____ Signature
<u>Chief Executive Officer</u> Title of Certifying Official (Type or Print)	_____ Date (Type or Print)



NON PROFIT INSURANCE PROGRAM CERTIFICATE OF COVERAGE

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

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE COVERAGE AGREEMENT MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENT, CERTAIN COVERAGE MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PROGRAM ADMINISTRATOR	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 159 Basin Street SW PMB #206 Ephrata, WA 98823	GENERAL LIABILITY: NPIP / Munich Re. et al. AUTOMOBILE LIABILITY NPIP / Munich Re. et al. PROPERTY NPIP / Munich Re. et al. CRIME NPIP / Munich Re. et al. WRONGFUL ACT LIABILITY NPIP / Munich Re. et al. MISCELLANEOUS NPIP / Munich Re. et al. PROFESSIONAL LIABILITY
COVERED PARTY	
Young Women's Christian Association dba YWCA Spokane 930 North Monroe Street Spokane, WA 99201	

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH COVERAGE AGREEMENT. LIMITS SHOWN BELOW MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE OF COVERAGE	COVERAGE NUMBER	EFF DATE	EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)	NPIP262754380	6/1/2026	6/1/2027	PER OCCURRENCE	\$5,000,000
INCLUDES STOP GAP – EMPLOYERS LIABILITY				PER MEMBER AGGREGATE	\$10,000,000
MEMBER DEDUCTIBLE: \$25,000				PRODUCT-COMP/OP	\$5,000,000
(LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				PERSONAL & ADV. INJURY	\$5,000,000
				ANNUAL POOL AGGREGATE	\$50,000,000
AUTOMOBILE LIABILITY					
COMMERCIAL AUTOMOBILE LIAB. (ANY AUTO)	NPIP262754380	6/1/2026	6/1/2027	COMBINED SINGLE LIMIT	\$5,000,000
(LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
PROPERTY					
COMMERCIAL PROPERTY	NPIP262754380	6/1/2026	6/1/2027	ALL RISK PER OCC EXCL EQ & FL *BLANKET LIMIT (IF APPLICABLE)	\$100,000,000 N/A
*BLANKET LIMIT, IF SHOWN, IS APPLICABLE TO ALL LOCATIONS STATED AS BLANKET LIMIT ON THE STATEMENT OF VALUES ON FILE WITH THE COMPANY.				EARTHQUAKE PER OCC	Excluded
EQ AND FLOOD COVERAGE MAY BE EXCLUDED FOR INDIVIDUAL LOCATIONS (PROPERTY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				FLOOD PER OCC	Excluded
				ANNUAL POOL AGGREGATE	NONE
CRIME					
COMMERCIAL CRIME	NPIP262754380	6/1/2026	6/1/2027	PER OCCURRENCE	\$1,000,000
INCLUDES EMPLOYEE THEFT/DISHONESTY & ERISA COVERAGE				PER MEMBER AGGREGATE	\$1,000,000
MEMBER DEDUCTIBLE: \$1,000				ANNUAL POOL AGGREGATE	\$5,000,000
(CRIME IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)					
WRONGFUL ACT LIABILITY (INCLUDES E&O / D&O)					
WRONGFUL ACT LIABILITY (CLAIMS MADE)	NPIP262754380	6/1/2026	6/1/2027	PER CLAIM	\$5,000,000
MEMBER DEDUCTIBLE: \$25,000				PER MEMBER AGGREGATE	\$5,000,000
(LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000
MISCELLANEOUS PROFESSIONAL LIABILITY					
MISC. PROFESSIONAL LIABILITY (CLAIMS MADE)	NPIP262754380	6/1/2026	6/1/2027	PER CLAIM	\$5,000,000
MEMBER DEDUCTIBLE: \$1,000				PER MEMBER AGGREGATE	\$5,000,000
(LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000

CANCELLATION NOTICE: SHOULD ANY OF THE ABOVE-DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE NPIP COVERAGE AGREEMENT PROVISIONS.

Issue Date 5/26/2026

Cert #:0000048603

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Regarding Agreement for Domestic Violence Advocacy Program. City of Spokane, its officers, employees and agents are named as Additional Covered Parties as respects General Liability regarding this agreement only and are subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached. Employers Liability (stop gap) is covered under the GL section of the Coverage Agreement with a limit of \$1,000,000. Sexual Abuse Liability is included in the General Liability coverage listed above with a \$2,000,000 limit per claim.

CERTIFICATE HOLDER

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

AUTHORIZED REPRESENTATIVE



ADDITIONAL COVERED PARTY AMENDMENT – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the Coverage Agreement effective on the inception date of the Coverage Agreement unless another date is indicated above. Providing the certificate of coverage that this endorsement is attached to has been issued by and is on file with the Company, the following applies.

SCHEDULE

Person or Organization (Additional **Covered Party**):

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

Description of Activities / Operations / Designated Premises:

Regarding Agreement for Domestic Violence Advocacy Program. City of Spokane, its officers, employees and agents are named as Additional Covered Parties as respects General Liability regarding this agreement only and are subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached. Employers Liability (stop gap) is covered under the GL section of the Coverage Agreement with a limit of \$1,000,000. Sexual Abuse Liability is included in the General Liability coverage listed above with a \$2,000,000 limit per claim.

With respect to coverage under the General Liability Coverage Part (including Products/Completed Operations):

- A. The Definition of **Covered Party** in the LIABILITY COVERAGES – COMMON CONDITIONS, DEFINITIONS AND EXCLUSIONS section of this Coverage Agreement is amended to add as a **Covered Party** the person or organization shown in the above Declarations with whom you have agreed in a written contract, written agreement, or permit that such person or organization be added as an additional **Covered Party** in your Coverage Agreement. Such person or organization is a **Covered Party** only with respect to their liability assumed by you that would be otherwise imposed by law in the absence of any contract, agreement, or permit relating to or arising out of the specified activity(ies) or operations described in the above Declarations.

However, this coverage only applies 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:

1. In performance of your ongoing operations; or
2. In connection with your premises owned or rented to you.

The following provisions also apply:

- (1) The written contract, written agreement, or permit must be in effect at the inception of the **Coverage Period** or become effective during the **Coverage Period**; and
- (2) The written contract, written agreement, or permit must be executed prior to the **Bodily**

**Injury or
Property Damage.**

Subject to the paragraphs above, any such person's or organization's status as an additional **Covered Party** ends when any of the following first occurs:

- (1) This Coverage Agreement terminates;
- (2) The written contract, written agreement, or permit terminates; or
- (3) The specified activity(ies) or operations described in the above Declarations terminate.

- B. The following is added to Condition D. Other Insurance in the LIABILITY COVERAGES – COMMON CONDITIONS, DEFINITIONS AND EXCLUSIONS section of the Coverage Agreement, and supersedes any provision to the contrary:

For the additional **Covered Party** under your Coverage Agreement shown in the above schedule, and subject to Paragraph A. above, this coverage is primary to and will not seek contribution from any other insurance available to such additional **Covered Party** provided that:

- a. The additional **Covered Party** is a Named Insured under such other insurance; and
- b. You have agreed in writing in a contract, agreement, or permit that this Coverage would be primary and would not seek contribution from any other insurance available to the additional **Covered Party** for amounts payable under the coverage provided by this endorsement.

- C. The Limits of Coverage applicable to the additional **Covered Party** is the lesser of those limits specified in either the:

- Written contract, written agreement, or permit; or
- Declarations for this Coverage Agreement,

In no case will the limits of coverage provided under this General Liability endorsement exceed the limits as required in the contract or agreement, or the limit of liability available under this Coverage Agreement. These Limits of Coverage are part of and not in addition to the Limits of Coverage shown in the Declarations.

Except with respect to the Limits of Coverage, and any rights or duties specifically assigned in this Coverage Part to the **Covered Member**, this coverage applies:

- a. As if each **Covered Member** were the only **Covered Member**; and
- b. Separately to each **Covered Party** against whom claim is made or **Suit** is brought.

All other terms and conditions remain unchanged



STATE OF
WASHINGTON

BUSINESS LICENSE

Nonprofit Corporation

YOUNG WOMEN'S CHRISTIAN ASSOCIATION
YWCA OF SPOKANE
930 N MONROE ST
SPOKANE WA 99201-2112

UNEMPLOYMENT INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE

Issue Date: Nov 21, 2025
Unified Business ID #: 328006410
Business ID #: 001
Location: 0002
Expires: Dec 31, 2026

INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE NONPROFIT BUSINESS - ACTIVE

DUTIES OF MINORS:

Ages 16-17: child care. *MINOR MUST BE SUPERVISED BY A RESPONSIBLE ADULT IF WORKING PAST 8:00 P.M.*

LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Occupations are prohibited if there is a risk of exposure to bodily fluids or infectious agents, including hepatitis and HIV (occupational exposure to bloodborne pathogens). WAC 296-125-030 (24)

REGISTERED TRADE NAMES:

YWCA OF SPOKANE
YWCA SPOKANE

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

Director, Department of Revenue

UBI: 328006410 001 0002

YOUNG WOMEN'S CHRISTIAN
ASSOCIATION
YWCA OF SPOKANE
930 N MONROE ST
SPOKANE WA 99201-2112

FOLD HERE

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE NONPROFIT BUSINESS -
ACTIVE

STATE OF WASHINGTON

FOLD HERE

Expires: Dec 31, 2026

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

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

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

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

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

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/25/2026**Committee Agenda type:** Discussion**Date Rec'd**

8/4/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 09/16/2026**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

SARAH DIXIT 625-6275

Requisition #**Contact E-Mail**

SDIXIT@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

SDIXIT BWILKERSON

Sponsoring at Administrators Request

NO

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

ORDINANCE ESTABLISHING EQUITABLE BUDGETING FOR THE CITY OF

Agenda Wording

An ordinance establishing the Equitable Budgeting Processes for the City of Spokane, amending Section 03.01B.021, and adopting a new chapter 18.13 to Title 18, all of the Spokane Municipal Code.

Summary (Background)

This ordinance formally embeds equity into Spokane's budgeting and policy processes. It expands the authority of the Office of Civil Rights Equity and Inclusion (OCREI), requires every department to assess and report equity impacts, mandates training, and establishes a multi-year planning and reporting structure to reduce disparities and improve outcomes for historically underserved communities.

What impacts would the proposal have on historically excluded communities?

This ordinance helps organize and track the impacts of city policies, programs and budget in all our communities with a specific call out for 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?

The ordinance includes reporting requirements. Commencing June 1, 2027, and annually thereafter, OCREI will publish an annual report outlining the City's implementation of this Chapter.

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

The ordinance requires departments to make their vision, understand the data and make yearly reports in collaboration with OCREI.

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 the establishment of the equity subcommittee resolution 2021-0098 and to collaborate with the City Council and city departments on policy and budget initiatives. It supports chapter 13, Local Governance and Citizenship vision and values and multiple goals in that chapter; LGC1, LGC2.

Council Subcommittee Review

This concept was introduced by the Equity Subcommittee and presented to the Human Rights Commission on July 2, 2026.

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			
jhaynes@spokanecity.org		amcdaniel@spokanecity.org	
bwilkerson@spokanecity.org		sdixit@spokanecity.org	
agibilisco@spokanecity.org			

ORDINANCE NO. C-_____

An ordinance establishing the Equitable Budgeting Processes for the City of Spokane, amending Section 03.01B.021, and adopting a new chapter 18.13 to Title 18, all of the Spokane Municipal Code.

WHEREAS, the City of Spokane values the dignity and worth of all human beings and is committed to promoting justice, equity and an inclusive environment for all by respecting cultural and individual diversity and fostering mutual understanding among all people; and

WHEREAS, equity and inclusivity is called out throughout the City of Spokane's Comprehensive Plan, Chapter 10 which states: "A city's role in improving the health and well-being of individuals, families, and communities requires addressing the factors that influence or cause health-related behaviors, such as: resource allocation, the physical environment, housing choices, quality education, efficient public transportation, employment options, a rehabilitation-based criminal justice system, cultural and recreational opportunities, and accessible health systems through local policies that enhance equity;" and

WHEREAS, advancing and enhancing equity requires a systematic approach to embed fairness in decision-making processes to ensure that executives of City departments, policy-makers, and community organizations will recognize and work to redress inequities in their policies, and programs that serve as barriers to equality of opportunity; and

WHEREAS, disparities by race continue to be seen across the nation and in Spokane in almost every measure of human health and wellbeing, incarceration and arrest rates, risk of death from homicide, annual income, net worth, access to education, home ownership and key indicators of public health, such years of potential lives lost prematurely, and diabetes; and;

WHEREAS, one example of inequitable health disparity in Spokane is the 13.6-year life expectancy gap between the residents of Riverside and East Central neighborhoods, whose life expectancy is 71.2 years, the life expectancy of the residents of the Manito neighborhood, which is 84.8 years; and

WHEREAS, the purposes of the Equity Subcommittee are to identify, remove, and dismantle (disrupt) racial, social, and economic inequities in City services, programs, and decision-making process by collaborating with City Council and administration leadership, and further, to ensure that 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 Americans with Disabilities Act and/or

that Washington State Law Against Discrimination), do not predict or hinder one's opportunities for success; and

WHEREAS, to accomplish the foregoing goals, it is essential to embed those principles in the City's long-term planning and budgeting processes by ensuring equity is applied as a process and focused on outcomes, by requiring data-driven decisions and by centering communities most impacted by disparities; and

WHEREAS, members of the Equity Subcommittee presented to Spokane City Council Finance and Administration Committee on May 28, 2026 and made a recommendation to City Council to adopt an Equitable Budgeting Ordinance;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. Section 03.01B.021 of the Spokane Municipal Code is amended to read as follows:

Section 03.01B.021 Office of Civil Rights, Equity, and Inclusion (OCREI)

- A. The Office of Civil Rights, Equity, and Inclusion (OCREI) is an administrative department within the Office of the Mayor established to provide citywide leadership and guidance in the areas of civil rights, equity, and inclusion. The Office of Civil Rights, Equity, and Inclusion promotes the removal of historical and existing barriers to access to services within the boundaries of the city of Spokane and works to eliminate discrimination in housing, employment, and public accommodations for all people; receive, oversee investigations and resolve complaints of discrimination not under the jurisdiction of other government entities; recommend policies to all departments and divisions of City government in matters affecting civil rights, equity and inclusion; recommend implementation plans for such programs and policies; and promote awareness within City government and the city of Spokane through public education and outreach.
- B. The Office of Civil Rights, Equity, and Inclusion serves as the administrative liaison to the Spokane Human Rights Commission.
- C. The Office of Civil Rights, Equity, and Inclusion implements the requirements for Language Access in Municipal Proceedings as outlined in Chapter 18.11 of the Spokane Municipal Code.
- D. The Office of Civil Rights, Equity, and Inclusion assists City departments in the development of, and compliance with, the equitable budgeting provisions in Chapter 18.13 of the Spokane Municipal Code.

Section 2. That there is enacted a new chapter 18.13 to Title 18 of the Spokane Municipal Code to read as follows:

18.13 Equitable Budgeting

18.13.010 Purpose, Community Impact of City Budget, Policies, and Program Development

18.13.020 Definitions

18.13.030 Directive to Identify Community Impacts; Equity Plan

18.13.040 Implementations and Milestones

18.13.10 Purpose, Community Impact of City Budget, Policies, and Program Development

Spokane has commitment to livability and sustainability, yet not all people, families and neighborhoods share this experience. Local data show that people of color, people with disabilities and people from low-income backgrounds fare worse than many other city residents in areas like educational attainment, income, health outcomes and housing affordability and quality. Centering equity, racial justice in policy, budgeting and program development is a strategic necessity for addressing these gaps in income, health and safety outcomes, housing affordability and accessibility, and is essential to strengthening Spokane's overall livability and long term resilience.

18.13.010 Definitions

- A. "Community Impact Equity Plan" means a multi-year strategic plan aiming to achieve equity and racial justice in City policies and budgeting.
- B. "Equity" means outcomes and processes that result in fair and just access to opportunity and resources for all Spokane residents.
- C. "Equitable Distribution" means a fair and just, but not necessarily equal, allocation intended to mitigate disparities in benefits and burdens that are based on current conditions, including existing legacy and cumulative impacts, that are informed by cumulative accessibility, livability, education, economic mobility, and environmental health impact analysis.
- D. "Equity subcommittee" means that ad hoc subcommittee of the City Council established pursuant to City Council Resolution 2021-0098, as modified and supplemented from time to time.
- E. "Historically underserved communities" describes groups that have been disproportionately harmed by systemic inequities, discrimination, and exclusionary policies.

- F. "Racial justice" means the elimination of racial inequality and advancement of collective prosperity for communities that have been most negatively impacted because of their race or ethnicity.

18.13.030 Directive to Identify Community Impacts; Equity Plan

- A. City departments shall identify the particular impact of budgets and programs on the community and shall mitigate or eliminate the negative impacts of reductions and re-appropriations on historically underserved communities.
- B. Departments must conduct an equity assessment to inform and support the departments' consideration of historically underserved communities when making decisions and to assist the department with the equitable distribution of the services provided to city residents;
- C. No later than January 1, 2028, and with the assistance of the Office of Civil Rights Equity and Inclusion (OCREI), all departments shall create a multi-year Community Impact Equity Plan and provide annual, public progress updates each year alongside the budget process. The Community Impact Equity Plan shall include, at a minimum, the following elements and information:
1. In collaboration with the Finance and Administration Division, a process for obtaining relevant departmental data and information to be included in the City proposals for biennial budget adoption and modification, and produce and publish reports to the Mayor, City Council, and members of the public;
 2. A process for City departments to define and fulfill measurable, achievable goals that reduce harm, address disparities and improve data collection;
 3. Written annual status and progress reporting of City departments' equity action plans as part of the City's budget process each fiscal year;
 4. Annual requirements and opportunities for department heads to undergo equity, racial justice training and education sufficient to define and implement a defined vision for their respective departments;
 5. Identification of collaborative measures with community stakeholders and other City departments to ensure complete and comprehensive data relating to equitable impacts of City policies and budgeting processes, including, but not limited to:
 - a) Collaboration with Community Human Housing Services Division and Grants Management to secure relevant research and data,
 - b) Collaboration and consolidation of relevant research and analysis,
 - c) Joint applications for federal, state and philanthropic resources,

- d) Joint development and implementation of tools, platforms and best practices that identify factors such as accessibility, livability, environmental, health, economic, and racial equity impact assessments.
- e) Joint development and implementation of community education and community participation in the city budget process.
- f) The Equity subcommittee can advise on policy issues pertaining to equitable budgeting, in addition in supporting technical assistance in data and research, and community engagement efforts as capacity allows.

18.13.040 Implementations and Milestones

- A. Commencing with preparation and adoption of the 2027-2028 biennial budget, all City departments shall include the following:
 - 1. Funding in years 2027 and 2028 to all City divisions Finance and Administration Division and Office of Civil Rights Equity and Inclusion (OCREI) for the development of an Equity Plan for each City Division and to obtain relevant departmental data.
 - 2. Funding in years 2027 for City Division Directors and Department Directors to undergo equity training and education sufficient to assist them in developing a Community Impact Equity Plan for all departments in their respective divisions.
- B. Commencing June 1, 2027, and annually thereafter, OCREI will publish an annual report outlining the City's implementation of this Chapter.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to Form

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2026

Committee Agenda type: Discussion

Date Rec'd

8/21/2026

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 09/16/2026

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

PAUL DILLON 625-6254

Requisition #

Contact E-Mail

PDILLON@SPOKANECITY.ORG

Agenda Item Type

Emergency Ordinance

Council Sponsor(s)

PDILLON SDIXIT KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

ORDINANCE ENSURING TENANT PROTECTION DURING EMERGENCIES

Agenda Wording

An Ordinance of the City of Spokane to ensure tenant protections during the Spokane Complex Fire and similar emergencies, amending sections ____ and ____ of the Spokane Municipal Code, declaring an emergency.

Summary (Background)

structures and houses, thousands of residents throughout the region have been displaced. The majority of the City's residents are tenants, and the Spokane Complex Fires displaced many residential tenants in addition to homeowners. Displaced households within the City and nearby communities add pressure to the rental housing market, and it is critical that the City protect residents from unwarranted eviction and displacement during such emergencies. This is especially true given that residential tenants often are in danger of eviction for nonpayment of rent in the wake of the Spokane Complex Fires and similar emergencies, and least able to weather the impact of job loss or reduction in income. This ordinance is intended to provide short-term relief to tenants affected by the Spokane Complex Wildfires and similar emergencies that may occur in the future. Protections would be triggered by a declaration of emergency by the Mayor and continue during the stated timeline of the emergency and for a period thereafter. Tenants would be protected from eviction upon a showing of loss of income arising from the emergency and afforded additional time to pay outstanding rent. This ordinance declares an emergency and, if enacted, would go into effect immediately if passed by 5 or more votes of the city council.

What impacts would the proposal have on historically excluded communities?

To be determined.

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

To be determined.

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

To be determined

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?

Consistent with Ord C36808 (adopted by the City Council on February 11, 2026) affording additional protections to residential tenants.

Council Subcommittee Review

None

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			
pdillon@spokanecity.org		Sdixit@spokanecity.org	
KKlitzke@spokanecity.org		Vramos@spokanecity.org	
amcdaniel@spokanecity.org			

ORD C _____

An Ordinance of the City of Spokane to ensure tenant protections during the Spokane Complex Fire and similar emergencies, amending sections _____ and _____ of the Spokane Municipal Code, declaring an emergency.

WHEREAS, devastating wildfires began on August 1, 2026, spreading quickly throughout the City of Spokane and its surrounding communities ("Spokane Complex Fire"); and

WHEREAS, Section 02.04.030 of the Spokane Municipal Code authorizes the Mayor to issue a declaration of civil emergency when there is a threat of death or injury of persons or the destruction of or damage to property requiring extraordinary and immediate measures to protect the public peace, safety and welfare; and

WHEREAS, on August 1, 2026 and August 4, 2026, the Mayor of Spokane issued two Executive Orders declaring an emergency arising from the Spokane Complex Fires; and

WHEREAS, on August 19, 2026, the Spokane City Council unanimously ratified the Mayor's Executive Orders; and

WHEREAS, the Spokane Complex Fires have burned more than 5,000 acres, destroyed more than 1,000 structures and houses, and affected thousands of residents throughout the region, displacing numerous individuals from their homes; and

WHEREAS, the majority of the City's residents are tenants; and the Spokane Complex Fires displaced many residential tenants in addition to homeowners; and

WHEREAS, displaced households within the City and nearby communities add pressure to the rental housing market, and it is critical that the City protect residents from unwarranted eviction and displacement; and

WHEREAS, the tenants most in danger of eviction for nonpayment of rent in the wake of the Spokane Complex Fires and similar emergencies are those least able to weather the impact of job loss or reduction in income; and

WHEREAS, the most common basis for eviction in Spokane County is nonpayment of rent with more than 60% experiencing disability; and

WHEREAS, on February 2, 2026, the City Council adopted Ordinance C36808 relating to evictions, establishing new requirements to help prevent evictions of tenants from

residential tenancies, and enacting new sections 10.57.200 through 10.57.250 of the Spokane Municipal Code; and

WHEREAS, Ordinance C36808 establishes a temporary, affirmative defense to an eviction proceeding or other action to recover possession of real property and

WHEREAS, the City Council finds that the onset of the Spokane Complex Fires and aftermath is sudden, unexpected, and requires immediate action to prevent or mitigate the threat of harm to the community; and

WHEREAS, the City Council finds also that the normal course of legislative procedures of the City Council cannot timely address the harm from the aftermath of the Spokane Complex Fires without causing or exacerbating harm to the community; and

WHEREAS, the Spokane City Council finds that the protections afforded by this ordinance to residential rental is necessary for the protection of necessary for the immediate preservation of the public peace, health, or safety;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's findings of fact in support of this emergency ordinance.

Section 2. That there is adopted a new Section 10.57.____ of Chapter 10.57 of the Spokane Municipal Code to read as follows:

Section 10.57.____ PURPOSE

The purpose of Section 10.57.____ through 10.57.____ is to provide short-term relief from eviction for residential tenants during natural disasters, civil emergencies or other significant community events, and these sections are to be liberally construed to achieve that purpose.

Section 3. That there is adopted a new Section 10.57.____ of Chapter 10.57 of the Spokane Municipal Code to read as follows:

Section 10.57.____ DEFINITIONS

- A. "Qualifying Event" means a civil emergency, natural disaster or other event resulting in the declaration of an emergency by the Mayor pursuant to Chapter 02.04 of this Code and:
1. The Qualifying Tenant's place of employment or business was destroyed or rendered uninhabitable due to the Qualifying Event and resulted in actual loss of wages;
 2. The economic impact of the Qualifying Event resulted in the layoff, reduction of work hours, or reduction in pay of the Qualifying Tenant by his or her employer; or
 3. The Qualifying Tenant suffered a demonstrable loss of business clients who were located in the geographic area affected by the Qualifying Event, resulting in a loss of income to the Qualifying Tenant.
- B. "Financial Impact" means a Qualifying Tenant's loss of at least ten percent (10%) of their average monthly household income earned immediately preceding the Qualifying Event, as may be established by pay stubs, payment receipts, letters from employers, or other evidence dated during the period three months before the Qualifying Event. Income replaced through unemployment insurance, emergency benefits, or any other source shall be considered when calculating a Qualifying Tenant's Financial Impact.
- C. "Landlord" means an owner of real property for residential rental purposes.
- D. "Protection Time Period" means that period of time during which the declaration of emergency issued pursuant to SMC 02.04 remains in effect.
- E. "Qualifying Tenant" means a residential tenant who resides in a rental unit or rents a mobile home from a mobile homeowner (collectively, "rental unit") who:
1. Resided in their rental unit at the time of the Qualifying Event; and
 2. Suffered a Financial Impact arising from the Qualifying Event; and
 3. Has begun "Income Replacement Efforts," which means:
 - a. Enrolling in or applying for a relief program for victims of the Qualifying Event; or
 - b. Is applying for unemployment benefits or other qualifying income assistance program.
- F. "Rent" or "Rental Debt" means and includes rent and any late charges, interest, or other fees owed for occupancy of rental unit.
- G. "Repayment Time Period" means the twelve (12) months following the expiration or termination of the Protection Time Period.

Section 4. That there is adopted a new Section 10.57.____ of Chapter 10.57 of the Spokane Municipal Code to read as follows:

Section 10.57.____ Tenant Protections

- A. Nonpayment of Rent. During the Protection Time Period and the Repayment Time Period, a Qualifying Tenant may assert an affirmative defense to an unlawful detainer action for nonpayment of Rent accrued during the Protection Time Period if the Qualifying Tenant:
1. Self-certifies in writing, under penalty of perjury, that they are unable to pay Rent due to Direct Financial Impacts related to the Qualifying Event, that they are Income Eligible, and that they have begun Income Replacement Efforts; and
 2. Provides the aforementioned self-certification to the Landlord, or Landlord's agent, within seven (7) days of each month their Rent is due.
- B. Time to Pay rental Debt. Qualifying Tenant who was unable to pay Rent during the Protection Time Period, shall have up to twelve (12) months after the termination of the Protection Time Period to repay such Rental Debt.
- C. Partial Payments and Payment Plans. Qualifying Tenants and Landlords are encouraged to agree on a payment plan during the Protection Time Period, and nothing herein shall be construed to prevent a Landlord from requesting and accepting partial Rent payments, or a Qualifying Tenant from making such payments, if the Qualifying Tenant is financially able to do so.
- D. Failure to Pay Back Rent Not Ground for Eviction. A Qualifying Tenant may assert an affirmative defense to an unlawful detainer action brought on the ground of inability to pay back unpaid Rent during the Protection Time Period, under the terms of a payment plan, or during the Repayment Time Period. Any term in a payment plan that allows eviction due to the Qualifying Tenant's failure to comply with the terms of the payment plan is void as contrary to public policy.
- E. . Application of Rental Payment. A Qualifying Tenant may assert an affirmative defense to an unlawful detainer action brought on the ground of inability to pay Rent during the Protection Time Period or the Repayment Time Period if a Landlord applies a rental payment to any Rental Debt other than to the prospective month's Rent, or

such other month's Rent or Rental Debt that the Qualifying Tenant specifies, unless the Qualifying Tenant has agreed in writing to allow the payment to be otherwise applied. Nothing in this Ordinance shall be construed as preventing a Landlord from applying aid or relief payments made on behalf of Qualifying Tenants, to a Qualifying Tenant's Rental Debt accrued during the Protection Time Period.

Section 5. That there is adopted a new Section 10.57.____ of Chapter 10.57 of the Spokane Municipal Code to read as follows:

Section 10.57.____ Remedies

- A. Affirmative Defense. Any protections provided under this Ordinance shall constitute an affirmative defense for a Qualifying Tenant in any unlawful detainer action brought pursuant to **Chapter 59.18 RCW, the Washington State Residential Landlord Tenant Act.** to recover possession of a residential rental unit based on nonpayment during the Protection Time Period and the Repayment Time Period, or seeking repayment of Rental Debt during the Protection Time Period and the Repayment Time Period. The Qualifying Tenant shall have the burden to prove, by a preponderance of evidence, the factual basis of their affirmative defense, including the timeliness and merit of any self-certification of a Direct Financial Impact related to the Qualifying Event made pursuant to this Ordinance. Nothing in this Ordinance shall be construed to preclude a Landlord from filing an unlawful detainer action if a self-certification is untimely or if the Landlord demonstrates by clear and convincing evidence that a Qualifying Tenant's self-certification is materially false, incorrect, or fraudulent.
- B. Nonexclusive Remedies and Penalties. The remedies provided in this Ordinance are not exclusive, and nothing in this Ordinance shall preclude a Qualifying Tenant from seeking any other remedies or penalties available by state law or private right of action.

Section 6. 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 7. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 8. Emergency Clause. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 01.01.080 of the Spokane Municipal Code and Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/25/2026**Committee Agenda type:** Consent**Date Rec'd**

7/27/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 09/09/2026**Submitting Dept**

FLEET SERVICES

Bid #**Contact Name/Phone**

RICK GIDDINGS 5096257706

Requisition #

RE21007000

Contact E-Mail

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

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

FLEET SERVICES - PURCHASE OF SPRINTER VAN FOR THE WATER DEPARTMENT

Agenda Wording

Purchase from Mercedes Benz of Spokane (Liberty Lake, WA) of 1 Mercedes Sprinter Van for \$76,535.15 including sales tax for the Water Department

Summary (Background)

Water would like to purchase 1 diesel powered Mercedes Sprinter Van to replace a service van that has exceeded its economic lifecycle. Vehicle will be purchased using the Washington State Department of Enterprise Services cooperative contract for \$76,535.15 including sales tax.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Fleet Services collects lifecycle data for future analysis.

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

Aligns with City CIP and Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 76,535.15	
Current Year Cost		\$ 76,535.15	
Subsequent Year(s) Cost		\$ 0	
<u>Narrative</u>			
Will be purchased using an approved cooperative contract following all City competitive purchasing requirements.			
Amount		Budget Account	
Expense	\$ 76,535.15	#	4100-42490-94340-56404-11004
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Reserves	
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	GIDDINGS, RICHARD	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
RGIDDINGS@SPOKANECITY.ORG		Tprince@spokanecity.org	
ssclark@spokanecity.org			

From: Burchett, Greg
Sent: Thu, 23 Jul 2026 20:59:10 +0000
To: Hopkins, Leon
Subject: FW: Vehicle Quote - 2026-7-332 - SPOKANE, CITY OF - 23210



Greg Burchett | City of Spokane

Water & Hydroelectric Services | Northside Meter Foreperson
O- 509.625.7846 | gburchett@spokanecity.org



From: NOREPLY@des.wa.gov <NOREPLY@des.wa.gov>
Sent: Thursday, July 23, 2026 1:10 PM
To: Burchett, Greg <gburchett@spokanecity.org>
Cc: descarsystem@des.wa.gov
Subject: Vehicle Quote - 2026-7-332 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2026-7-332 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 28423	Dealer Contact: Derek Law
Dealer: Mercedes Benz Of Spokane (W42721)	Dealer Phone: (509) 455-9100

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: gburchett@spokanecity.org
Quote Notes:
Vehicle Location: SPOKANE CITY

Color Options & Qty

147 Arctic White - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-04045-0001	2026 M-B Sprinter 2500 Cargo 9050 GVWR RWD 2.0L 4Cyl Standard HP Turbo diesel W/9spd Auto Trans 144 WB (DCAS2S) MSRP \$53,263.00 5% Discount	1	\$50,599.00	\$50,599.00
2026-04045-0003	2026 M-B Sprinter 2500 AWD Cargo 9050 GVWR 2.0L 4-Cyl High HP Turbo diesel W/9spd Auto Trans 144 WB (DCAA2S) \$62,933.00 5% Discount	1	\$9,187.00	\$9,187.00
2026-04045-0013	(VF6) Artico Man-Made Leather Black	1	\$69.00	\$69.00
2026-04045-0032	(D03) High roof 144WHEELBASE ONLY The High roof includes high sidewalls and higher rear doors, giving an interior height in the load/passengercompartment of approx. 79.5? (2020 mm) (short wheelbase approx. 79.1? (2010 mm)). Compared to the standard roof, this is approx. 11.5? (292) mm higher. This provides increased load space and room for stand up. The door apertures are higher both rear and sliding compartment doors. The maximum load capacity is 330 Ibs (150 kg) evenly distributed over the whole area of the roof.	1	\$3,550.00	\$3,550.00
2026-04045-0033	(D13) Mounting rails for roof rack Two recessed longitudinal stainless steel C-rails are bolted to theroof. Maximum roof load (including basic carrier bars) 110 Ibs. (50kg) per crossbar. Maximum roof load for the standard roof is 660Ibs (300 kg) (six crossbars) and 330 Ibs (150 kg) for the high roof (code D03) (three cross bars).	1	\$341.00	\$341.00
2026-04045-0034	(D50) Cargo partition must have T77; not with D51/SR8/SR9/T74 The Full-Length Partition D50 located on the B-pillar is designed as one-piece for normal height roof and two-pieces for high roof versions. These two options now have a 0.59? (15 mm) deeper contouring at back rest height. This allows for the front seats to be better adjusted to the driver?s and co-driver?s comfort.	1	\$327.00	\$327.00
2026-04045-0053	(ES5) Charging package, dashboard The charging package expands the charging facilities in the cockpit by two 5 V USB-C ports and one 12 V power socket. One of the USB ports as well as the 12 V socket are located in the center storage recess of the instrument panel. Another USB port is located in the lower part of the center console. This allows for charging of electric devices such as mobile phone within the driver?s and codriver?s reach.	1	\$93.00	\$93.00
2026-04045-0084	(JA7)Blind Spot Assist Must have F64 on 2500 and 3500; must have F68 on 3500XD and 4500 The Blind Spot Assist monitors the rear and side areas of the vehicle using two short-range radar sensors located in the rear bumper. The detection range covers an area of 137 in (3.5 m) to both sides of the vehicle and 118 in (3 m) to the rear starting at the B-pillar. If a vehicle is detected in the blind spot, a red triangle appears in the corresponding side mirror. Should the driver activate the indicator to change lanes despite this optical warning, the red triangle will start to blink and an acoustic signal will sound. In addition,	1	\$511.00	\$511.00

this assistance system can be activated or deactivated manually via the menu on the on-board computer or the multimedia system.

2026-04045-0086	(JB6) Parking Package with 360 degree camera Replaces FR3+FR8; MUST HAVE C02; only available on 2500 and 3500; not with W75/W76/JB7 In addition to twelve distance sensors the 360° camera system has four digital cameras. One camera behind the radiator trim, one in each side mirror housings and one on the rear roof. The parking system uses picture data to generate various views of the vehicle's surroundings which are shown in real time in the multimedia display. The views can be generated either from one camera or from four cameras. Depending on the view, dynamic guide lines are displayed to assist the driver. They indicate the path which the vehicle would follow with the current steering wheel angle. The yellow guide lines are automatically adapted as the steering wheel angle changes. The outer guide lines symbolize the vehicle width including the outside mirrors.	1	\$879.00	\$879.00
2026-04045-0106	(Q24) Trailer Hitch, 5,000 lbs. Available on 2500 and 3500/3500XD/4500 170EXT; not with W73/QA2 The trailer cross-member code Q24 has a towing capacity of 5,000 lbs. (2,268 kg) and a maximum trailer load of 500 lbs. (227 kg). A trailer plug socket 7-poles and a trailer connection unit (AAG) which also supports the LED lights on a trailer is included with the code E40. A permanent power supply is on the trailer socket pin 4 and allows to connect accessories up to a maximum of 240 W. Do not use the power supply to charge the trailer battery. Charging the trailer battery using the power supply of the trailer can damage the battery.	1	\$166.00	\$166.00
2026-04045-0107	(QA9) Half-sided step rear (for trailer hitch) Must have QA2/Q24; not with W73/W75/W76 In conjunction with a trailer hitch Q24/QA2 it is possible to order a black painted step (7.48 x 20.47" (190 x 520 mm)) consisting of a tubular steel frame with a welded-on anti-slip tread surface. The step is bolted onto the right-hand side of the trailer coupling and allows an easier entry and exit at the rear.	1	\$115.00	\$115.00
2026-04045-0110	(R98) Rims painted jet black Not with RL5/RM2 The vehicle is fitted with jet black (MB 9040) painted wheels.	1	\$92.00	\$92.00
2026-04045-0112	(RF8) Tire Brand Michelin Replaces RD9; not with RF1/RH0/RD9/RH6, needs RM9	1	\$0.00	\$0.00
2026-04045-0117	(RM9) Specially requested tires Replaces RD9 RM9 must be added when choosing any specific tire brand.	1	\$115.00	\$115.00
2026-04045-0132	(T77) Assist handle w/Partition Must have D50/D51/D64	1	\$37.00	\$37.00
2026-04045-0142	(V43) Wood floor with 6 D-rings Replaces V93; not with P93/VL4/VK8/T19 The code V43, Wood flooring, includes a plywood floor installed in the load compartment. The top side of the wooden floor is coated with a grey, hardwearing and non-slip melamine resin film. The wooden floor is fixed by the bolts flush-mounted lashing points. The number of anchoring lugs employed varies according to the length of vehicle.	1	\$480.00	\$480.00
2026-04045-0148	(VA3) Side wall paneling full hardboard The cargo compartment sidewalls, the sliding door(s) and the rear doors are lined with 0.189" (4.8 mm) thick gray polypropylene (PP) Con-Pearl plastic panels. The trim extends as far as the roof frame. The plastic panels are food-safe, moisture-resistant, washable, abrasion-resistant and recyclable.	1	\$504.00	\$504.00

2026-04045-0177	(C00) Comfort Package LC4 Comfort overhead control panel, SE4 Lumbar support, co-driver's seat, SE5 Lumbar support, driver's seat, SK0 Comfort head restraint, driver, SK1 Comfort head restraint, co-driver Must have C0S OR X68; CA/CC only: not with S23	1	\$358.00	\$358.00
2026-04045-0178	(C0S) Comfort Package (Seat addition) Package SB1 Comfort Driver's seat SB2 Confort Passenger seat MUST Have C00	1	\$434.00	\$434.00
2026-04045-0181	(C01) Driver Convenience Package E46 12 V power outlet, driver seat base FJ5 Hinged Lid for Storage Compartments left and right F64 12 V power outlet, driver seat base FJI Hinged lid for storage compartment FZ9 Keys, two additional masters JW8 Attention Assist	1	\$457.00	\$457.00
2026-04045-0183	(MBUX) Package XM4 Acoustic package E7B Pre-Installation Navigation E7M MBUX Multimediasystem with 10.25" Touchscreen H1I Front-to-rear outlet in instrument panel E4S Smartphone Integration Package Must have FJ1 and FR8	1	\$1,645.00	\$1,645.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles:	1
Sub Total:	\$69,959.00
9.4 % Sales Tax:	\$6,576.15
Quote Total:	\$76,535.15



Taxes & Licenses Department

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

Business License Exemption Request Form

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

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

Select the exemption(s) that apply:

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

CERTIFICATION OF BUSINESS ACTIVITIES

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

Kathleen Brennan

Signature

kathleen.brennan@budclary.com

email

700 7th Avenue

Address

Date: 10/22/25

Government Contracts Manager

Title

360-423-4321

phone

Longview, WA 98632

City, State, Zip

UBI#604671883

(Washington State, if available)

For Internal Use only: Approved: ☒

Rejected: ☐

If rejected provide reason:

Reviewed By: 

Date: 10/27/25

Rev May 2025

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

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/25/2026**Committee Agenda type:** Consent**Date Rec'd**

7/27/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 09/09/2026**Submitting Dept**

FLEET SERVICES

Bid #**Contact Name/Phone**

RICK GIDDINGS 5096257706

Requisition #

RE464478

Contact E-Mail

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

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

FLEET SERVICES - PURCHASE OF FORD F450 FUEL TRUCK FOR THE WATER

Agenda Wording

Purchase from National Auto Fleet Group, (Watsonville, CA) of 1 2027 Ford F450 Chassis equipped with Fuel Truck Body for \$124,399.30 including sales tax for the Water Department.

Summary (Background)

Water is replacing an older fuel truck that has exceeded its economic lifecycle with a 2027 Ford F450 diesel powered chassis equipped with a new Fuel Service body supplied by Titan Truck, (Spokane, WA). Total cost including sales tax is \$124,399.30. Vehicle will be purchased using Sourcewell contract 081325-NAF.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Fleet Services collects lifecycle data for future analysis.

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

Aligns with City CIP and Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 124,399.30	
Current Year Cost		\$ 124,399.30	
Subsequent Year(s) Cost		\$ 0	
<u>Narrative</u>			
Will be purchased using an approved Sourcewell cooperative contract following all City competitive purchasing requirements.			
Amount		Budget Account	
Expense	\$ 124,399.30	#	4100-42490-94340-56401-11084
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Reserves	
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	GIDDINGS, RICHARD	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
RGIDDINGS@SPOKANECITY.ORG		Tprince@spokanecity.org	
ssclark@spokanecity.org			



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

7/14/2026

Government Quote ID: **35631**

Order Cut Off Date: **TBA**

Mr Leon Hopkins
City of Spokane

914 E. North Foothills Dr
Spokane, Washington, 99207

Dear Leon Hopkins,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2027 Ford Super Duty F-450 DRW (X4H) XLT 4WD SuperCab 168" WB 60" CA XLT, Titan Truck Equipment Installed Knapheide Upfit Package) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$80,280.00	\$77,208.08	3.827 %	\$3,071.92
Titan Truck Equipment Installed		\$35,899.14		
Knapheide Upfit Package				
Tax (9.4000 %)		\$10,632.08		
Tire fee		\$0.00		
Transportation		\$660.00		
Total		\$124,399.30		

- per the attached specifications. Progress invoice for chassis only on delivery to installer.

This vehicle(s) is available under the **Sourcewell Contract 081325-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Standard Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



GMC

Purchase Order Instructions & Resources

Once units are scheduled by OEM, no cancellations are accepted

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Titan Truck Equipment Co., Inc.

605 N. Fancher Rd.
Spokane Valley, WA 99212
(509) 534-5010
Toll Free: 1-800-445-4807
Equipment Fax: (509) 755-5040



Quote # TM-261407-3

Quote valid for 30 days

Quote Date: 7/14/2026

Quote Provided by:

TREY MELENDREZ

Sales

Phone: 1-509-444-1835 Ext.1124

Email: TREYMEL@TITANTRUCK.COM

Customer Information

Vehicle Information

Special Instructions

City of Spokane
914 E North Foothills Dr Spokane, WA 99207
Contact Name: Leon Hopkins
End User: City of Spokane

2026 Ford F450
DRW, 60, GVW
VIN # TBD
Condition: SuperCab Diesel 4x4

Qty	Item Description	Part Number	Part Charge	Exended Charge	HRS	Labor Charge	*Estimated* Freight Charges	Itemized Total
1	Prices subject to change based upon manufacturer price surcharge increases. Price increases from manufacturer will be added to this quote or final invoice if applicable. Price increases will be backed with manufacturer documentation		\$ -	\$ -		\$ -	\$ -	\$ -
1	Knapheide Value-Master X - Steel Floor - Steel Platform Bodies 112.63 Length, 95.75" Width, Smooth Steel Floor, Painted Black	KNPPVMXS-95	4,036.20	4,036.20	8.00	1,032.00	500.00	\$ 5,568.20
1	Knapheide Material Rack for 9' PVMX Platforms - Loose	KNP34699779	4,757.14	4,757.14	5.00	645.00	250.00	\$ 5,652.14
1	Knapheide Class V Receiver 21,000 lb Hitch/ICC Bumper for 2017 & Newer Ford Super Duty - Loose	KNP33931779	935.34	935.34	2.00	258.00		\$ 1,193.34
1	Knapheide Mounting Kit for 9'-12' Platforms with Standard 5" Structural Long Sills & 1.5" Cushion Strips on 2017 & Later Ford 60"/84" CA - Loose	KNP32492370	342.66	342.66	1.00	129.00		\$ 471.66
1	Tommy Gate Two-piece Steel Treadplate w/ 30" base2 and 30" foldout + 13" tapered, aluminum retention ramp 2,500lb Capacity w/ Aluminum Retention Ramp, Self Close System, Low-Profile Toggle Cotrol, Steel Rollers, Rubber Platform Bumpers, Saftey Trip Bar, Recessed LED Light Kit	TOM89-25 BF TP60	11,134.29	11,134.29	10.00	1,290.00	750.00	\$ 13,174.29
1	Weather Guard Transfer Tank Rectangle 100 Gal -Black	KNK358-5-02	1,471.45	1,471.45	2.00	258.00		\$ 1,729.45
1	Fill Rite 12V DC Fuel Transfer 15GPM Pump	FILFR1210H	571.42	571.42	2.00	258.00		\$ 829.42
8	Buyers HD Swivel D-Rings (4 Per Side of Platform Spaced Equally)	BUYB901	23.93	191.45	4.00	516.00		\$ 707.45
1	Fillrite 3/4" Automatic Diesel Spout Nozzle (Green)	FILSDN075GAN	105.71	105.71		-		\$ 105.71
1	Coxreels Fuel Series 3/4ID Hose 50' Retractable Hose Reel	COXTEZ-TSHF-550	1,714.29	1,714.29	2.00	258.00		\$ 1,972.29
1	Galvanized Anti-Sail Brackets	BUY405BZ	26.62	26.62		-		\$ 26.62
1	Mudflap Bracket - Pair	NTSMFB1	74.68	74.68		-		\$ 74.68
2	Mudflaps	MUDFLAPS	34.29	68.57		-		\$ 68.57
1	7-Way RV Style Blade Connector Socket	CURT58150	7.79	7.79		-		\$ 7.79
1	Relocation of OEM Camera	LABOR	-	-	2.00	258.00		\$ 258.00
1	CASH, CREDIT OR CERTIFIED CHECK ONLY ACCEPTED FOR PAYMENT		-	-		-		\$ -
1	SUPPLY		795.99	795.99		-		\$ 795.99
Subtotals			\$ 26,031.79	\$ 26,233.59	38.00	\$ 4,902.00	\$ 1,500.00	\$ 32,635.59

ALL PRICING IS LESS ANY APPLICABLE TAX CHARGES UNLESS OTHERWISE NOTED.

CASH, CREDIT, OR CERTIFIED CHECK ARE THE ONLY PAYMENT METHODS CURRENTLY ACCEPTED.

rate per hr
\$ 129.00

Quote Total	\$	32,635.59
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Vehicle Configuration Options

ENGINE	
Code	Description
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20, -inc: Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank and manual push-button engine-exhaust braking, 350 Amp Dual Alternators, 190 Amp + 160 Amp, 4.10 Axle Ratio
TRANSMISSION	
Code	Description
44G	Transmission: TorqShift 10-Speed Automatic, (STD)
WHEELS	
Code	Description
64Z	Wheels: 19.5" x 6" Argent Painted Steel, (STD)
TIRES	
Code	Description
TGK	Tires: 225/70Rx19.5G BSW Traction (TGK), -inc: 4 traction tires on the rear and 2 traction tires on the front, Not recommended for over the road applications; could incur irregular front tire wear and/or NVH
PRIMARY PAINT	
Code	Description
Z1	Oxford White
SEAT TYPE	
Code	Description
3S	Medium Dark Slate, Cloth 40/20/40 Split Bench Seat, -inc: 20% center under-seat storage, center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
AXLE RATIO	
Code	Description
X4L	Limited Slip w/4.30 Axle Ratio
ADDITIONAL EQUIPMENT	
Code	Description
67B	410 Amp Dual Alternators, -inc: 250 Amp + 160 Amp
67P	Extra Heavy-Duty Front End Suspension - 7,500 GAWR, -inc: upgraded front axle and max 7,500 lbs, Front springs/GAWR rating for configuration selected, Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer

18B	Platform Running Boards
153	Front License Plate Bracket
59H	Center High-Mounted Stop Lamp (CHMSL)
91S	Amber 360-Degree Dual Beacon LED Warning Strobes
166	Carpet Delete, -inc: Replaced w/black flooring
16T	All-Weather Floor Mats w/o Carpet
872	Rear View Camera & Prep Kit, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions
76C	Exterior Backup Alarm (Pre-Installed)
OPTION PACKAGE	
Code	Description
653A	Order Code 653A

2027 Fleet/Non-Retail Ford Super Duty F-450 DRW XLT 4WD SuperCab 168" WB 60" CA XLT

WINDOW STICKER

2027 Ford Super Duty F-450 DRW XLT 4WD SuperCab 168" WB 60" CA XLT

CODE	MODEL	MSRP
X4H	2027 Ford Super Duty F-450 DRW XLT 4WD SuperCab 168" WB 60" CA XLT	\$63,560.00
OPTIONS		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20, -inc: Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank and manual push-button engine-exhaust braking, 350 Amp Dual Alternators, 190 Amp + 160 Amp, 4.10 Axle Ratio	\$10,995.00
44G	Transmission: TorqShift 10-Speed Automatic, (STD)	\$0.00
64Z	Wheels: 19.5" x 6" Argent Painted Steel, (STD)	\$0.00
TGK	Tires: 225/70Rx19.5G BSW Traction (TGK), -inc: 4 traction tires on the rear and 2 traction tires on the front, Not recommended for over the road applications; could incur irregular front tire wear and/or NVH	\$215.00
Z1	Oxford White	\$0.00
3S	Medium Dark Slate, Cloth 40/20/40 Split Bench Seat, -inc: 20% center under-seat storage, center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar	\$0.00
X4L	Limited Slip w/4.30 Axle Ratio	\$0.00
67B	410 Amp Dual Alternators, -inc: 250 Amp + 160 Amp	\$215.00
67P	Extra Heavy-Duty Front End Suspension - 7,500 GAWR, -inc: upgraded front axle and max 7,500 lbs, Front springs/GAWR rating for configuration selected, Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer	\$285.00
18B	Platform Running Boards	\$445.00
153	Front License Plate Bracket	\$0.00
59H	Center High-Mounted Stop Lamp (CHMSL)	\$100.00
91S	Amber 360-Degree Dual Beacon LED Warning Strokes	\$695.00
166	Carpet Delete, -inc: Replaced w/black flooring	\$0.00
16T	All-Weather Floor Mats w/o Carpet	\$180.00
872	Rear View Camera & Prep Kit, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	\$515.00
76C	Exterior Backup Alarm (Pre-Installed)	\$280.00
653A	Order Code 653A	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$77,485.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$2,795.00
TOTAL PRICE	\$80,280.00
Est City: N/A MPG	
Est Highway: N/A MPG	
Est Highway Cruising Range: N/A mi	

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Government Quote ID: 35631

Standard Equipment

MECHANICAL

Engine: 7.3L 2V DEVCT NA PFI V8 Gas -inc: CNG/propane gaseous engine prep package which includes hardened engine intake valves and valve seats (STD)

Transmission: TorqShift 10-Speed Automatic -inc: SelectShift, selectable drive modes: normal, tow/haul, eco, slippery roads and off-road and transmission power take-off provision (STD)

4.88 Axle Ratio (STD)

EXTERIOR

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included (STD)

Tires: 225/70Rx19.5G BSW A/P (STD)

ADDITIONAL EQUIPMENT

50-State Emissions System

Transmission w/Driver Selectable Mode and Oil Cooler

Electronic Transfer Case

Part-Time Four-Wheel Drive

68-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection

250 Amp Alternator

Trailer Wiring Harness

Towing Equipment -inc: Brake Controller and Trailer Sway Control

9120# Maximum Payload

GVWR: 16,500 lb Payload Package

HD Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Firm Suspension

Hydraulic Power-Assist Steering

40 Gal. Fuel Tank

Single Stainless Steel Exhaust

Dual Rear Wheels

Auto Locking Hubs

Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Upfitter Switches

Chrome Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks

Black Fender Flares
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Variable Intermittent Wipers
Deep Tinted Glass
Aluminum Panels
Front Splash Guards
Chrome Grille
Reverse Opening Rear Doors
Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cab Clearance Lights
Perimeter/Approach Lights
Front Fog Lamps
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Aux Audio Input Jack
Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers and auxiliary audio input jack
Fixed Antenna
6 Speakers
SYNC 4 w/8" Center Display -inc: wireless Apple CarPlay and Android Auto compatibility, embedded apps, digital owner's manual and 911 Assist
Wireless Phone Connectivity
2 LCD Monitors In The Front
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows
Front Cupholder
Rear Cupholder
3 12V DC Power Outlets
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box

Full Cloth Headliner
Urethane Gear Shifter Material
Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome Interior Accents
Cloth 40/20/40 Split Bench Seat -inc: 20% center under-seat storage, center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Full Overhead Console w/Storage, 3 12V DC Power Outlets and 1 Interior 120V AC Power Outlet
Front Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Smart Device Remote Engine Start
Ford Security Package Tracker System
Smart Device Integration
Ford Connectivity Package (1-Year Included) -inc: unlimited Wi-Fi hotspot, Included for one-year from warranty start date, Requires activation via Ford app w/credit card authorization; customer may cancel at any time, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations, If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan
Instrument Panel Covered Bin, Dashboard Storage, Driver And Passenger Door Bins and Locking 1st Row Underseat Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Front Center Armrest w/Storage
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Seats w/Cloth Back Material
2 Seatback Storage Pockets
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
Air Filtration
3 12V DC Power Outlets and 1 Interior 120V AC Power Outlet
Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Emergency Sos Capability

Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Departure Warning
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
Safety Canopy System Curtain 1st And 2nd Row Airbags

[<](#) **Business Lookup****License Information:**[New search](#) [Back to results](#)**Entity name:** 72 HOUR LLC**Business name:** NATIONAL AUTO FLEET GROUP**Entity type:** [Limited Liability Company](#)**UBI #:** 604-928-040**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 490 AUTO CENTER DR
WATSONVILLE CA 95076-3726**Mailing address:** 490 AUTO CENTER DR
WATSONVILLE CA 95076-3726

Excise tax and reseller permit status:[Click here](#)**Secretary of State information:**[Click here](#)

Owners and officers on file with the Department of Revenue

Owners and officers	Title
COOPER, JESSE	

Registered Trade Names

Registered trade names	Status	First issued
NATIONAL AUTO FLEET GROUP	Active	Jun-22-2022

The Business Lookup information is updated nightly. Search date and time:
7/27/2026 2:48:50 PM

[Contact us](#)

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/25/2026**Committee Agenda type:** Consent**Date Rec'd**

8/7/2026

Clerk's File #

OPR 2023-1095

Cross Ref #**Project #****Council Meeting Date:** 09/09/2026**Submitting Dept**

FLEET SERVICES

Bid #

SOLE SOURCE

Contact Name/Phone

RICK GIDDINGS 5096257706

Requisition #

CR 28873

Contact E-Mail

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

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

CONTRACT RENEWAL 3 OF 4 WITH CLEAN ENERGY CORP.

Agenda Wording

Contract Renewal 3 of 4 for Clean Energy Corp, Newport Beach, CA for up to \$250,000 for the repair and maintenance of Solid Waste Collection CNG fueling site.

Summary (Background)

Solid Waste Collection's CNG fueling site requires frequent repair and maintenance to ensure uninterrupted service and safety. Clean Energy Corp is a sole source provider of service and parts for the facility. Contract cost is based on total monthly diesel gallon equivalent of CNG compression and issuance at the site and is not to exceed \$250,000 per year.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Cost and service information is monitored by Fleet Services for future analysis.

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

Aligns with city Centralized Fleet Management Policy and SMC 7.06.175A.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 250,000	
Current Year Cost		\$ 250,000	
Subsequent Year(s) Cost		\$ 250,000	
<u>Narrative</u>			
Clean Energy has been approved by Resolution as a Sole Source provider for parts and service of CNG site equipment.			
Amount		Budget Account	
Expense	\$ 250,000	# 5100-71600-48348-54201-55681	
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	
<u>Dept Head</u>	GIDDINGS, RICHARD	<u>PURCHASING</u>	NECHANICKY, JASON
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SZAMBELAN, TIMOTHY		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
RGIDDINGS@SPOKANECITY.ORG		Tprince@spokanecity.org	
ssclark@spokanecity.org		fleetservicesaccounting@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/25/2026**Committee Agenda type:** Consent**Date Rec'd**

8/7/2026

Clerk's File #

OPR 2023-1095

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FLEET SERVICES

Bid #

SOLE SOURCE

Contact Name/Phone

RICK GIDDINGS 5096257706

Requisition #

CR 28873

Contact E-Mail

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

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

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Agenda Wording

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Data will not be collected.

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

Cost and service information is monitored by Fleet Services for future analysis.

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

Aligns with city Centralized Fleet Management Policy and SMC 7.06.175A.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 250,000	
Current Year Cost		\$ 250,000	
Subsequent Year(s) Cost		\$ 250,000	
<u>Narrative</u>			
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Amount		Budget Account	
Expense	\$ 250,000	# 5100-71600-48348-54201-55681	
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	
<u>Dept Head</u>	GIDDINGS, RICHARD	<u>PURCHASING</u>	NECHANICKY, JASON
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SZAMBELAN, TIMOTHY		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
RGIDDINGS@SPOKANECITY.ORG		Tprince@spokanecity.org	
ssclark@spokanecity.org		fleetservicesaccounting@spokanecity.org	



City of Spokane

**CONTRACT RENEWAL
3 of 4**

**Title: OPERATION AND MAINTENANCE
SERVICES FOR CNG SITE**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CLEAN ENERGY dba CLEAN ENERGY CORP.**, whose address is 4675 MacArthur Court, Suite 800, Newport Beach, California 92660 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Operation and Maintenance Services for the CNG Site, which is stated in the Contractor's September 15, 2023, Proposal attached to the original contract; and

WHEREAS, the initial contract provided for four (4) additional one (1) year renewals, with this being the third of those renewals;

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

1. CONTRACT DOCUMENTS.

The original Contract, dated December 18, 2023, and December 19, 2023, any previous amendment, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on October 1, 2026, and shall end September 30, 2027.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **TWO HUNDRED FIFTY THOUSAND AND 00/100 (\$250,000.00)**, plus sales tax if applicable, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

ATTACHMENT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



STATE OF
WASHINGTON

BUSINESS LICENSE

Profit Corporation

CLEAN ENERGY DBA CLEAN ENERGY CORP.
CLEAN ENERGY CORP.
4675 MACARTHUR CT STE 800
NEWPORT BEACH CA 92660-1895

TAX REGISTRATION - ACTIVE

Issue Date: Jan 16, 2026

Unified Business ID #: 602224232

Business ID #: 001

Location: 0004

Expires: Dec 31, 2026

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

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

John Ryser
Director, Department of Revenue

UBI: 602224232 001 0004

CLEAN ENERGY DBA CLEAN
ENERGY CORP.
CLEAN ENERGY CORP.
4675 MACARTHUR CT STE 800
NEWPORT BEACH CA 92660-1895

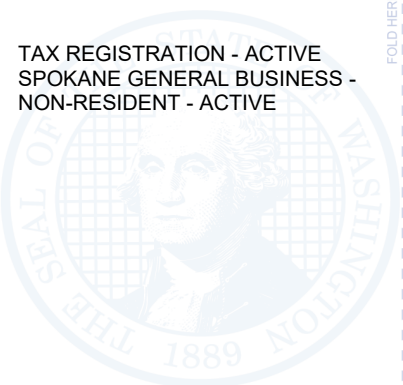
FOLD HERE

TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS -
NON-RESIDENT - ACTIVE

STATE OF WASHINGTON

FOLD HERE

Expires: Dec 31, 2026



John Ryser
Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

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

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

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

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

CLEAENE-05

CMELENDEZ



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2026

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. 4695 MacArthur Court Suite 600 Newport Beach, CA 92660	CONTACT NAME: Claudia Melendez PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: claudia.melendez@hubinternational.com INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Pacific Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Clean Energy, a California corporation dba: Clean Energy Corp. 4675 MacArthur Court, Suite 800 Newport Beach, CA 92660	NAIC # 20281 20346

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	X		35816898	11/30/2025	11/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X		73521989	11/30/2025	11/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			79860791	11/30/2025	11/30/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71736418	11/30/2025	11/30/2026	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Maintenance Services Agmt at 915 North Nelson Street, Spokane, WA 99202 (Site #20369)

City of Spokane, its officers and employees are additional insured as respects general liability and auto liability, as required by written contract, subject to the terms and conditions of the policy and attached forms.

Excess liability is following form. Separation of Insureds applies. 30-day notice of cancellation, except 10 days for non-payment.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane 915 North Nelson Spokane, WA 99202	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
---	---

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/25/2026**Committee Agenda type:** Consent**Date Rec'd**

8/19/2026

Clerk's File #

OPR 2026-0251

Cross Ref #**Project #**

2024065

Council Meeting Date: 09/09/2026**Submitting Dept**

ENGINEERING SERVICES

Bid #**Contact Name/Phone**

DAN BULLER 625-6700

Requisition #

CR 28892

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON

Sponsoring at Administrators Request

NO

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

AMENDMENT TO INCREASE FUNDS - NORTH HILLYARD SIDEWALK INFILL -

Agenda Wording

Amendment to increase funds for the North Hillyard Sidewalk project.

Summary (Background)

The approved TBD funding amount for the project was about \$816,000 (including a 10% contingency). We received a good low bid for about \$445,000 so we added additional sidewalk in the area. The original contract was about \$445,000 plus a 10% admin reserve for a total of \$490,000. Even with the added sidewalk, we only used about \$460,000, still well below the approved TBD amount. However, the sidewalk addition pushed us over the council authorized contract amount so we need permission to increase the contract by \$70,000.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 70,000.00	
Current Year Cost		\$ 70,000.00	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 70,000.00	#	1990-49890-95300-56501-21047
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	BULLER, DAN	<u>PURCHASING</u>	NECHANICKY, JASON
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	DUFFEY, ANDREW		
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Brian Winkler - brian@wmwinkler.com		publicworksaccounting@spokanecity.org	
tax&licenses@spokanecity.org		mvallen@spokanecity.org	
dbuller@spokanecity.org		jradams@spokanecity.org	
pyoung@spokanecity.org		eraea@spokanecity.org	



City of Spokane

CONTRACT AMENDMENT

Title: **NORTH HILLYARD SIDEWALK INFILL**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WM. WINKLER COMPANY**, whose address is 5516 North Starr Road, Newman Lake, Washington 99025 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform the North Hillyard Sidewalk Infill project; and

WHEREAS, additional work is required, thus, the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated March 31, 2026, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on March 31, 2026 and shall run through October 31, 2026.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00)**, and applicable sales tax, for work added to the original contract using unit pricing set forth in the original contract. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

WM. WINKLER COMPANY

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2026

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

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

PRODUCER Parker Smith & Feek Insurance LLC 10400 NE 4th St Suite 900 Bellevue WA 98004	CONTACT NAME: IMA Certs Team PHONE (A/C, No. Ext): E-MAIL ADDRESS: certificates@imacorp.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company		16535
INSURER B: American Guarantee and Liability Insurance		26247
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 546026904**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD DED \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y		GLO441452804	4/1/2026	4/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		BAP641138904	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y		SXS641139004	4/1/2026	4/1/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	GLO441452804	4/1/2026	4/1/2027	PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Engineering Services File #2024065; Project - North Hillyard Sidewalk Infill.
Certificate Holder Includes: City of Spokane and WSDOT.
Certificate Holder and all other parties required by the contract are included as Additional Insured on the General Liability, Automobile Liability and Excess Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.
This Insurance is Primary & Non-Contributory on the General Liability, Automobile Liability and Excess Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.
General Liability, Automobile Liability and Excess Liability Coverage includes 30 day notice of cancellation, subject to the terms and conditions of the policy.
Excess Liability policy is in excess of the General Liability and Automobile Liability Policies, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

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

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



Cancellation By Us

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
BAP641139004	04/01/2026	04/01/2027	04/01/2026	73791000		

Named Insured and Mailing Address:

Wm Winkler Company
PO BOX 430
Newman Lake, WA 99025-0430

Producer:

PARKER SMITH & FEEK INSURANCE, LLC
10400 NE 4TH ST STE 900
BELLEVUE, WA 98004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided by the following:

Boiler and Machinery Coverage Form
Business Auto Coverage Form
Commercial Crime Coverage Form
Commercial General Liability Coverage Form
Commercial Inland Marine Coverage Form
Commercial Property Coverage Form
Farm Coverage Form
Garage Coverage Form
Liquor Liability Coverage Form
Motor Carrier Coverage Form
Pollution Liability Coverage Form
Products/Completed Operations Liability Coverage Form
Truckers Coverage Form

SCHEDULE

Number of Days' Notice: 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2, of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Signed by: _____
Authorized Representative

Date

Coverage Extension Endorsement



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No.

BAP641139004

Effective Date: 04/01/2026

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability**

Coverage: The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

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

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.



Cancellation By Us

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO441452804	04/01/2026	04/01/2027	04/01/2027	73791000		

Named Insured and Mailing Address:

Wm Winkler Company
PO BOX 430
Newman Lake, WA 99025-0430

Producer:

PARKER SMITH & FEEK INSURANCE, LLC
10400 NE 4TH ST STE 900
BELLEVUE, WA 98004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided by the following:

Boiler and Machinery Coverage Form
Business Auto Coverage Form
Commercial Crime Coverage Form
Commercial General Liability Coverage Form
Commercial Inland Marine Coverage Form
Commercial Property Coverage Form
Farm Coverage Form
Garage Coverage Form
Liquor Liability Coverage Form
Motor Carrier Coverage Form
Pollution Liability Coverage Form
Products/Completed Operations Liability Coverage Form
Truckers Coverage Form

SCHEDULE

Number of Days' Notice: 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2, of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Signed by: _____
Authorized Representative

Date

Additional Insured – Automatic – Owners, Lessees Or Contractors



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 4414528-04	Effective Date: 04/01/2026

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf.

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., 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 written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, 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 failure to render, any professional architectural, engineering or surveying services including:

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

This exclusion applies even if the claims against 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.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

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

Primary and Noncontributory insurance

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

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

This insurance is excess over:

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

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

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

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



Straight Excess Liability Policy

There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as such in **underlying insurance**. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured(s)" means any person or organization qualifying as such in **underlying insurance** but only to the extent and within the scope for which such "insured(s)" qualify for coverage in **underlying insurance**.

Words and phrases that are printed in bold-face type are defined in this policy. These definitions are found in **SECTION VI. DEFINITIONS** of this policy or in the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations and in accordance with the provisions of this policy, we agree with you to provide coverage as follows:

Insuring Agreements

SECTION I. COVERAGE

- A. We will pay on behalf of the insured those damages covered by this insurance in excess of the total Applicable Limits of **underlying insurance**. This policy includes:
 - 1. The terms and conditions of **underlying insurance** to the extent such terms and conditions are not inconsistent or do not conflict with the terms and conditions referred to in Paragraph 2. below; and
 - 2. The terms and conditions that apply to this policy.
- B. Notwithstanding anything to the contrary contained in Paragraph A. above, if **underlying insurance** does not apply to damages for reasons other than exhaustion of total applicable limits of insurance by payment of **loss**, then this policy does not apply to such damages.
- C. The amount we will pay under this policy is limited as described in **SECTION II. LIMITS OF INSURANCE**.
- D. We have no obligation under this policy with respect to any settlement made without our consent.
- E. The insurance afforded under this policy applies to bodily injury or property damage only if prior to the Policy Period, neither you nor any **authorized person** knew that the bodily injury or property damage had occurred, in whole or in part. If you or any **authorized person** knew, prior to the Policy Period, that the bodily injury or property damage occurred, then any continuation, change or resumption of such bodily injury or property damage during or after the Policy Period will be deemed to have been known prior to the Policy Period.

Bodily injury or property damage which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by you or any **authorized person** includes any continuation, change or resumption of that bodily injury or property damage after the Policy Period; and

Bodily injury or property damage will be deemed to have been known to have occurred at the earliest time when you or any **authorized person**:

- 1. Reports all or any part of, the bodily injury or property damage to us or any other insurer;
- 2. Receives a written or verbal demand or claim for damages because of the bodily injury or property damage; or
- 3. Becomes aware by any other means that bodily injury or property damage has occurred or has begun to occur.

Washington Changes



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Addl Prem.	Return Prem.
SXS641139004	04/01/2026	04/01/2027				

Named Insured / Mailing Address:

WM WINKLER COMPANY
PO Box 430
Newman Lake, WA 99025

Producer:

PARKER, SMITH & FEEK, INC.
2233 112TH AVE NE
BELLEVUE, WA 98004-2936

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**A. SECTION V. CONDITIONS, C., Cancellation**, paragraph 1, is deleted and replaced with the following:

1. The first Named Insured may cancel this policy by
 - a. Written notice to the Underwriter or producer by mail, fax or e-mail; or
 - b. Surrender of this policy or binder issued as evidence of coverage to the Underwriter or producer;
 - c. By verbal notice to the Underwriter or producer.

Upon receipt of the first Named Insured's notice of cancellation, the Underwriter shall cancel this policy or any binder issued as evidence of coverage effective the later of the date notice is received or the date the first Named Insured requests cancellation

B. SECTION V. CONDITIONS, C., Cancellation, Paragraph 2, is deleted and replaced with the following:

2. We may cancel this policy. If we cancel because of non-payment of premium, we will mail or deliver to you and any loss payee or other persons shown by the policy to have an interest in any loss which may occur under the policy as of the effective date of Cancellation, not less than fifteen (15) days advance written notice when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to you and any loss payee or other persons shown by the policy to have an interest in any loss which may occur under the policy as of the effective date of Cancellation not less than ninety (90) days advance written notice, stating the reason(s) for the cancellation and when the cancellation is to take effect. Mailing notice to you at your last known address will be sufficient to prove notice.

C. SECTION V. CONDITIONS, C., Cancellation, Paragraph 6, is deleted.**D. SECTION V. CONDITIONS, E., Nonrenewal**, is deleted and replaced with the following:**E. Nonrenewal**

If we decide not to renew this policy, we will mail or deliver to the all named insureds written notice of nonrenewal, including the reasons for our decision not to renew, not less than forty-five (45) days before the expiration or anniversary date of this policy. Such notice will be mailed or delivered to you at the mailing address last known to us. Proof of mailing will be sufficient proof of notice.

E. SECTION VI. CONDITIONS, is amended by the addition of the following:**Renewal**

We will renew this policy unless:

1. You fail to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, not less than twenty (20) days before the expiration date; or
2. Other coverage acceptable to you has been procured prior to the expiration date of this policy.

Amended Other Insurance Condition

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. SXS641139004

Effective Date: 04/01/2026

This endorsement modifies insurance provided under the:

Straight Excess Liability Policy

Condition **G. Other Insurance** of **SECTION V. CONDITIONS** is replaced with the following:

G. Other Insurance

If **other insurance** applies to damages that are also covered by this policy, this policy will apply excess of the **other insurance**. However, this provision will not apply:

1. If the **other insurance** is written to be excess of this policy; or
2. If you have agreed in a written contract to carry insurance to be primary and not contribute with that of an additional insured, provided that the additional insured:
 - a. Is a Named Insured under such **other insurance**; and
 - b. Has been granted primary and non-contributory status under scheduled underlying insurance.

Other insurance includes any type of self-insurance or other mechanism by which an insured arranges for funding of legal liabilities.

Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such **other insurance**.

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

< Business Lookup

License Information:

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

Entity name: WM. WINKLER COMPANY

Business name: WM. WINKLER COMPANY

Entity type: [Profit Corporation](#)

UBI #: 602-703-784

Business ID: 001

Location ID: 0001

Location: Active

Location address: 5516 N STARR RD
NEWMAN LAKE WA 99025-8609

Mailing address: 5516 N STARR RD
NEWMAN LAKE WA 99025-8609

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
Cheney General Business - Non-Resident	BUS2010-145			Active	Mar-31-2027	Jan-29-2019
Clarkston General Business - Non-Resident	009256.0			Active	Mar-31-2027	Jul-31-2009
Kennewick General Business - Non-Resident	103615			Active	Mar-31-2027	Aug-16-2005
Liberty Lake General Business - Non-Resident	00434			Active	Mar-31-2027	Mar-20-2006
Minor Work Permit				Active	Mar-31-2027	Jul-14-2017
Moses Lake General Business - Non-Resident	BUS2014-09906			Active	Mar-31-2027	Apr-23-2014
Pasco General Business - Non-Resident	10278			Active	Mar-31-2027	Aug-17-2005
Quincy General Business - Non-Resident	2019-006			Active	Mar-31-2027	Jan-23-2019
Richland General Business - Non-Resident	F0E834			Active	Mar-31-2027	Apr-03-2008
Spokane General Business - Non-Resident	T11099851BUS			Active	Mar-31-2027	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Mar-31-2027	Apr-03-2008



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Sunnyside General Business - Non-Resident				Active	Mar-31-2027	Nov-01-2017
Wenatchee General Business - Non-Resident	160191			Active	Mar-31-2027	Oct-16-2019
West Richland General Business - NR	2773			Active	Mar-31-2027	May-17-2006

Owners and officers on file with the Department of Revenue

Owners and officers	Title
WINKLER, BRIAN J	

Registered Trade Names

Registered trade names	Status	First issued
WILLIAM WINKLER CO	Active	Mar-20-2007
WILLIAM WINKLER COMPANY	Active	Mar-20-2007

The Business Lookup information is updated nightly. Search date and time: 8/19/2026 4:32:05 PM

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/25/2026**Committee Agenda type:** Consent**Date Rec'd**

8/11/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 09/09/2026**Submitting Dept**

FACILITIES MANAGEMENT

Bid #

PW ITB 6557-26

Contact Name/Phone

DAVE STEELE 655-0567

Requisition #**Contact E-Mail**

DSTEELE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE PDILLON BWILKERSON

Sponsoring at Administrators Request

NO

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

CONTRACT WITH LEONE & KEEBLE INC (SPOKANE, WA) FOR CONSTRUCTION

Agenda Wording

Contract with Leone & Keeble, Inc (Spokane, WA) for construction, supplies and organization of the Water Department Main Office Renovation Phase 2 from 10/15/2026 to 12/15/2027 and a total not to exceed \$4,370,546.00 plus tax. An administrative reserve of \$437,054.60, which is 10% of the contract amount, will be set aside.

Summary (Background)

The Facilities Department, in partnership with the Water Department and the Purchasing Department, has completed the bid for second phase of the renovation work for the Water Department's remodel of the existing administration building and an addition to the east end of the building. New lighting fixtures and lighting controls, telecommunications, security, and fire alarm devices are to be installed to serve the new space. New conductors are to be pulled to the new EV charging stations located in the parking lot. Phase 1 electrical infrastructure will be extended to ensure a complete electrical system.

What impacts would the proposal have on historically excluded communities?

As a critical City service, the Water Department provides services to all areas of the City. 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?

This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

Renovation at this facility will improve the usability of the space while providing necessary upgrades in meeting spaces that can be utilized for a wide variety of public and private interactions. Contract management best practices will be used 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 investment moves the Water Department ahead as a good steward of community resources reinvesting in a significant City asset. This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 4768265.69	
Current Year Cost		\$ 4768265.00	
Subsequent Year(s) Cost		\$ 0	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 4768265.69	#	4100-42490-94340-56501-11027
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
4100-42490-94340-56501-11027			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	TEAL, JEFFREY	<u>PURCHASING</u>	WAHL, CONNIE
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Jeramie Keeble jkeeble@leone-keeble.com		sstoner@leone-keeble.com	
klong@spokanecity.org, karcher@spokancity.org		dsteele@spokanecity.org	
jteal@spokanecity.org, rhershaw@spokanecity.org		facilitiesaccounting@spokanecity.org	
ddaniels@spokanecity.org		facilitiesdepartment@spokanecity.org	
hhaw@spokanecity.org,		rhershaw@spokanecity.org	



City of Spokane

PUBLIC WORKS AGREEMENT

**Title: WATER DEPARTMENT MAIN OFFICE
RENOVATION – PHASE 2**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **LEONE & KEEBLE, INC.**, whose address is 108 West Boone Avenue, Spokane, Washington 99201, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. **PERFORMANCE/SCOPE OF WORK.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **WATER DEPARTMENT MAIN OFFICE RENOVATION – PHASE 2**, selected via PW ITB 6557-26.
2. **CONTRACT DOCUMENTS.** The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor's Response to PW ITB (Exhibit B). In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TERM.** The term of this Contract begins on October 15, 2026, and ends on December 15, 2027, unless amended by written agreement or terminated earlier under the provisions.
4. **TERMINATION.** Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
5. **COMPENSATION/PAYMENT.**
 - A. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **FOUR MILLION THREE HUNDRED SEVENTY THOUSAND FIVE HUNDRED FORTY-SIX AND NO/100 DOLLARS (\$4,370,546.00)**, plus sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

- B. PAYMENT. The Contractor will send its applications for payment to the City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

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

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

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

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance and **Employers Liability Insurance (Stop Gap)** in the amount of \$1,000,000.
- B. **General Liability Insurance** on an occurrence basis, of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;
 - i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Builders Risk Course of Construction Insurance** Contractor shall maintain insurance in the amount of the project of \$4,370,546.00, for the duration of the project.
- E. **Professional Liability Insurance** (Errors and Omissions) \$1,000,000 per claim/aggregate. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed. When: Required on all professional services (Architectural, Engineering, etc.), and legal services. May be required on consultant contracts, contractors, counselors, accountants, auditors or services where the City receives guidance that has a direct influence on City operations.
- F. **Pollution Legal Liability Insurance** with a minimum coverage for Bodily Injury and Property Damage of not less than \$3,000,000 per occurrence and \$3,000,000 aggregate for the duration of the contract. **The Certificate of Insurance (COI) must be produced within five (5) business days after final execution which is the date all parties have signed the contract. Contractor may not perform any work until such COI is produced during this time frame.**
- G. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Contractor 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 Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;

- e. An elevator contractor license, if required by Chapter 70.87 RCW.
- 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

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

16. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

17. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or

other thing of value from or to any person involved in the Contract.

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

19. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

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

21. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

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

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

24. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

25. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

26. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

27. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs,

epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

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

LEONE & KEEBLE, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A - Certification Regarding Debarment

Exhibit B – Response to PW ITB 6557-26

Payment Bond

Performance Bond

26-208

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)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

EXHIBIT B

PAYMENT BOND

We, **LEONE & KEEBLE, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR MILLION THREE HUNDRED SEVENTY THOUSAND FIVE HUNDRED FORTY-SIX AND NO/100 DOLLARS (\$4,370,546.00)**, plus sales tax if applicable for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **WATER DEPARTMENT MAIN OFFICE RENOVATION – PHASE 2**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

LEONE & KEEBLE, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **LEONE & KEEBLE, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR MILLION THREE HUNDRED SEVENTY THOUSAND FIVE HUNDRED FORTY-SIX AND NO/100 DOLLARS (\$4,370,546.00)**, plus sales tax if applicable, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **WATER DEPARTMENT MAIN OFFICE RENOVATION – PHASE 2**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

LEONE & KEEBLE, INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney



CITY OF SPOKANE - PURCHASING
915 N Nelson St.
Spokane, Washington 99202
(509) 625-6527

PW INVITATION TO BID

PW ITB NUMBER: 6557-26 <u>TITLE:</u> Water Department Main Office Renovation - Phase 2 <u>BID COORDINATOR:</u> Katie Archer, City of Spokane Purchasing Department <u>MANDATORY PRE-BID MEETING:</u> THURSDAY, 05/21/2026 08:30 AM Spokane Water Department 914 E North Foothills Dr, Spokane, WA 99207 <u>QUESTION DEADLINE:</u> 05/26/2026 TIME: 5:00 PM	<u>PROPOSAL DUE DATE:</u> 06/15/2026 <u>TIME:</u> 1:00PM <u>BID SUBMITTAL:</u> All Bids shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com before the due date and time.
---	---

Katie Archer
Procurement Specialist
Purchasing & Contracts

BID SUBMITTED BY:

COMPANY Leone & Keeble, Inc.

MAILING ADDRESS 108 W. Boone Avenue
Spokane, WA 99201

PHYSICAL ADDRESS 108 W. Boone Avenue
Spokane, WA 99201

PHONE NUMBER 509 327 - 4451

E-MAIL ADDRESS jkeeble@leone-keeble.com

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

BID PROPOSAL

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

PROJECT: PW ITB 6557-26 Water Department Main Office Renovation – Phase 2

BIDDER'S DECLARATION.

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

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment, and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

TOTAL BASE BID PRICE \$ 4,006,000

APPRENTICE UTILIZATION COST \$ 0.00

SALES TAX \$ 364,546

TOTAL BASE BID, PLUS APPRENTICE UTILIZATION COST, PLUS SALES TAX \$ 4,370,546

ALTERNATES.

BID ALTERNATE #1 - Removal of metal coping at the North & South parapet of the Existing meter Shop. Removal of existing stone caps, design and fabrication of precast caps to match existing shape and size of existing stone caps. Final installation of new precast caps. The existing stone caps are presumed to be significantly deteriorated, however, at contractors option, they may be reconditioned to like new condition and remain installed. Alternate 1 includes up to 40 stone caps.

\$ 39,000

BID ALTERNATE #2 - Masonry Restoration including rebuilding (assume for approximately 5% of existing brick requiring rebuilding work) and repointing (Bid Estimate for approximately 15% of existing brick requiring repointing work). Cleaning Detergent: Brush clean masonry surfaces at all existing masonry locations with cleaning agent in accordance with the manufacturer's instructions.

\$ 144,000

UNIT COSTS FOR ADDITIONAL WORK (IF NEEDED).

1. Unit cost for Additional (IF NEEDED) Stone Caps above the 40 qty included in alternate #1
Per Stone Cap \$ 850.00
2. Unit Cost for Additional (IF NEEDED) Concrete Demolition, Hauling, and Disposal
Per Cubic Yard \$ 58.00

3. Unit Cost for Additional (IF NEEDED) Site Excavation, Hauling, and Disposal
Per Cubic Yard \$ 70.00

4. Unit Cost for Additional (IF NEEDED) Site Backfill Material, Transport, and Placement
Per Cubic Yard \$ 82.00

The Bidder agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated bid due date.

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1, 2, 3 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by December 31, 2027.
The notice to proceed date is anticipated to be the week of October 15, 2026.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of zero (\$0.00) per calendar day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. LEONEKI085LW
(Must be in effect at time of bid submittal)

U.B.I. Number 601 390 891

Washington Employment Security Department Number 000 746590 003

Washington Excise Tax Registration Number 601 390 891

City of Spokane Business License Number T12011902BUS

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

BID SECURITY.

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

NON-COLLUSION.

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

Name of Bidder: Leone & Keeble, Inc.

Jeramie P. Keeble

Signature of Bidder's Authorized Representative



President

Title

108 W. Boone Avenue, Spokane, WA 99201

Address

509 327 - 4451

Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____

date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On June 15, 2026
Date

(Seal Or Stamp)



Jennifer Lynn Allen
Signature of Notary Public

My appointment expires 06-15-2029

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[Business Lookup](#)

License Information:

[New search](#) [Back to results](#)**Entity name:** LEONE & KEEBLE, INC.**Business name:** LEONE & KEEBLE, INC.**Entity type:** [Profit Corporation](#)**UBI #:** 601-390-891**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 108 W BOONE AVE
SPOKANE WA 99201-2310**Mailing address:** 108 W BOONE AVE
SPOKANE WA 99201-2310**Excise tax and reseller permit status:** [Click here](#)**Secretary of State information:** [Click here](#)

Endorsements

[Filter](#)

Endorsements held at this lo	License #	Count	Details	Status	Expiration date	First issuance
Asotin County General Business - Non-Resident				Active	May-31-2027	Sep-07-2023
Brewster General Business - Non-Resident				Active	May-31-2027	Oct-16-2020
Bridgeport General Business - Non-Resident				Active	May-31-2027	Sep-08-2023
Cheney General Business - Non-Resident	BUS2010-301			Active	May-31-2027	Jan-15-2019
Colville General Business - Non-Resident				Active	Jan-31-2027	Jan-26-2026



Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Connell General Business - Non-Resident				Active	May-31-2027	Apr-08-2024
Deer Park General Business - Non-Resident				Active	May-31-2027	Feb-24-2020
Minor Work Permit				Active	May-31-2027	Jun-24-1998
Moses Lake General Business - Non-Resident	BUS2019-016			Active	May-31-2027	May-09-2019
Pasco General Business - Non-Resident	38673			Active	May-31-2027	Jan-05-2022
Spokane General Business	T12011902BU			Active	May-31-2027	Oct-15-2012
Spokane Valley General Business - Non-Resident	00793			Active	May-31-2027	Feb-05-2004
Union Gap General Business - Non-Resident				Active	Feb-28-2027	Feb-20-2026
West Richland General Business - NR				Active	May-31-2027	Apr-26-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title
KEEBLE, JERAMIE	

The Business Lookup information is updated nightly. Search date and time: 8/18/2026 12:28:13 PM

Contact us

How are we doing?
Take our survey!

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2026

7/7/2026

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Liberty Mutual Fire Insurance Company		23035
INSURER B: Liberty Insurance Corporation		42404
INSURER C: Pacific Insurance Company, Ltd.		10046
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 23725883**REVISION NUMBER:** XXXXXXXX

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$5,000 PD Deductible GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	N	TB2-Z91-480936-035	9/30/2025	9/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	AS2-Z91-480936-025	9/30/2025	9/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ \$0	N	N	TH7-Z91-480936-065	9/30/2025	9/30/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	EL2-Z91-480936-015	9/30/2025	9/30/2026	PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C C	Installation Floater Contractors Poll Prof Liab	N	N	YM2-Z91-480936-055 52 CPI HA0280 52 CPI HA0280	9/30/2025 9/30/2025 9/30/2025	9/30/2026 9/30/2026 9/30/2026	\$2M Limit; \$5K Ded \$2M Limit; \$25K SIR \$2M Limit; \$25K SIR

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

The City of Spokane, its officers and employees are included as Additional Insured as respects General Liability if required by written contract.

CERTIFICATE HOLDER**CANCELLATION** See Attachments**23725883**CITY OF SPOKANE WATER DEPARTMENT
914 EAST NORTH FOOTHILLS DR
Spokane WA 99207

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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Policy Number TB2-Z91-480936-035
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT OR DESIGNATED LOCATION
COMBINED AGGREGATE LIMITS – WITH TOTAL AGGREGATE LIMIT
FOR ALL PROJECTS AND LOCATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Designated Construction Project(s) or Designated Location(s): Any construction project except a construction project for which a consolidated (wrap-up) or similar insurance program has been provided.

Total Aggregate Limit for all Projects and Locations: \$ 15,000,000

- 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 or a single designated "location":
1. A separate Designated General Aggregate Limit applies to each designated construction project and to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated General Aggregate Limit is the most we will pay for the sum of all damages under Section I - Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Section I - 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 General Aggregate Limit for that designated construction project or designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated General Aggregate Limit for any other designated construction project or designated "location".
 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 General Aggregate Limit and the Total Aggregate Limit for all Projects and Locations.

5. The Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement is the most we will pay for the sum of all damages caused by "occurrences" under Section I – Coverage A and all medical expenses caused by accidents under Section I – Coverage C which can be attributed only to ongoing operations at a designated construction project or designated "location" shown in the Schedule of this endorsement, regardless of the number of construction projects, "locations", "occurrences" or accidents.
 6. Each Designated General Aggregate Limit is subject to the Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement.
- 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 or single designated "location":
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 General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated General Aggregate Limit.
- D. If the applicable 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. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:
- "Location" means any premise that you occupy for permanent operations as part of your business, but does not include any premises at which you are performing operations as part of a construction project. All premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "location".

POLICY NUMBER: TB2-Z91-480936-035

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

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

The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:

We waive any right of recovery against the person(s)
or organization(s) shown in the Schedule above
because of payments we make under this Coverage
Part. Such waiver by us applies only to the extent that
the insured has waived its right of recovery against
such person(s) or organization(s) prior to loss. This
endorsement applies only to the person(s) or
organization(s) shown in the Schedule above.

POLICY NUMBER: TB2-Z91-480936-035

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: TB2-Z91-480936-035

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

Primary And Noncontributory Insurance

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

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

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

POLICY NUMBER: AS2-Z91-480936-025

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

SCHEDULE

Name Of Person(s) Or Organization(s):

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

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

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

Policy Number: AS2-Z91-480936-025
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERGE FORM
TRUCKERS COVERAGE FORM

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

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

Schedule

Name of Person(s) or Organizations(s):

Leone & Keeble, Inc.
108 W Boone Ave
Spokane, WA 99201

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary

Policy Number: TB2-Z91-480936-035
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule On File With The Company	Per Schedule On File With The Company	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

CITY OF SPOKANE WATER DEPARTMENT
914 EAST NORTH FOOTHILLS DR
Spokane WA 99207



To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to ***paperless delivery*** of Certificates of Insurance, thus this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **23725883**.

- Email: mountainwestdelivery@lockton.com
- Phone: 303-728-8060

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox and phone number is for automating electronic delivery of certificates only.

Please do NOT send future certificate requests to this inbox or contact the phone number below with email updates.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
8110 E. Union Avenue, Suite 100
Denver, CO 80237



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

June 18, 2026

WA UBI No.	601 390 891
L&I Account ID	823,126-00
Legal Business Name	LEONE & KEEBLE INC
Doing Business As	LEONE & KEEBLE INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 1 of Year 2026 "51 to 75 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	LEONEKI085LW
License Expiration	10/01/2027

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:** 08/25/2026**Committee Agenda type:** Consent**Date Rec'd**

8/7/2026

Clerk's File #

OPR 2023-1095

Cross Ref #**Project #****Council Meeting Date:** 09/09/2026**Submitting Dept**

FLEET SERVICES

Bid #

SOLE SOURCE

Contact Name/Phone

RICK GIDDINGS 5096257706

Requisition #

CR 28873

Contact E-Mail

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

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

CONTRACT RENEWAL 3 OF 4 WITH CLEAN ENERGY CORP.

Agenda Wording

Contract Renewal 3 of 4 for Clean Energy Corp, Newport Beach, CA for up to \$250,000 for the repair and maintenance of Solid Waste Collection CNG fueling site.

Summary (Background)

Solid Waste Collection's CNG fueling site requires frequent repair and maintenance to ensure uninterrupted service and safety. Clean Energy Corp is a sole source provider of service and parts for the facility. Contract cost is based on total monthly diesel gallon equivalent of CNG compression and issuance at the site and is not to exceed \$250,000 per year.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Cost and service information is monitored by Fleet Services for future analysis.

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

Aligns with city Centralized Fleet Management Policy and SMC 7.06.175A.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 250,000	
Current Year Cost		\$ 250,000	
Subsequent Year(s) Cost		\$ 250,000	
<u>Narrative</u>			
Clean Energy has been approved by Resolution as a Sole Source provider for parts and service of CNG site equipment.			
Amount		Budget Account	
Expense	\$ 250,000	#	5100-71600-48348-54201-55681
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	
<u>Dept Head</u>	GIDDINGS, RICHARD	<u>PURCHASING</u>	NECHANICKY, JASON
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SZAMBELAN, TIMOTHY		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
RGIDDINGS@SPOKANECITY.ORG		Tprince@spokanecity.org	
ssclark@spokanecity.org		fleetservicesaccounting@spokanecity.org	



City of Spokane

**CONTRACT RENEWAL
3 of 4**

**Title: OPERATION AND MAINTENANCE
SERVICES FOR CNG SITE**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CLEAN ENERGY dba CLEAN ENERGY CORP.**, whose address is 4675 MacArthur Court, Suite 800, Newport Beach, California 92660 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Operation and Maintenance Services for the CNG Site, which is stated in the Contractor's September 15, 2023, Proposal attached to the original contract; and

WHEREAS, the initial contract provided for four (4) additional one (1) year renewals, with this being the third of those renewals;

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

1. CONTRACT DOCUMENTS.

The original Contract, dated December 18, 2023, and December 19, 2023, any previous amendment, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on October 1, 2026, and shall end September 30, 2027.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **TWO HUNDRED FIFTY THOUSAND AND 00/100 (\$250,000.00)**, plus sales tax if applicable, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

ATTACHMENT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



STATE OF
WASHINGTON

BUSINESS LICENSE

Profit Corporation

CLEAN ENERGY DBA CLEAN ENERGY CORP.
CLEAN ENERGY CORP.
4675 MACARTHUR CT STE 800
NEWPORT BEACH CA 92660-1895

TAX REGISTRATION - ACTIVE

Issue Date: Jan 16, 2026

Unified Business ID #: 602224232

Business ID #: 001

Location: 0004

Expires: Dec 31, 2026

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

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

John Ryser
Director, Department of Revenue

UBI: 602224232 001 0004

CLEAN ENERGY DBA CLEAN
ENERGY CORP.
CLEAN ENERGY CORP.
4675 MACARTHUR CT STE 800
NEWPORT BEACH CA 92660-1895

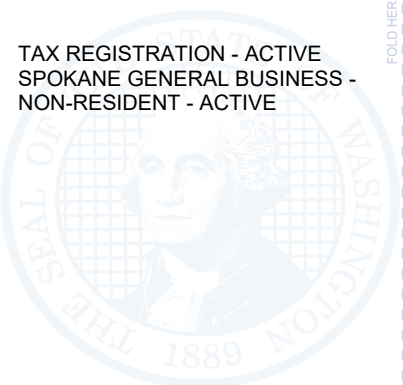
FOLD HERE

TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS -
NON-RESIDENT - ACTIVE

STATE OF WASHINGTON

FOLD HERE

Expires: Dec 31, 2026



John Ryser
Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

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

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

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

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

CLEAENE-05

CMELENDEZ



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2026

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. 4695 MacArthur Court Suite 600 Newport Beach, CA 92660	CONTACT NAME: Claudia Melendez PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: claudia.melendez@hubinternational.com INSURER(S) AFFORDING COVERAGE INSURER A : Federal Insurance Company NAIC # 20281 INSURER B : Pacific Indemnity Company 20346 INSURER C : INSURER D : INSURER E : INSURER F :
---	---

INSURED
 Clean Energy, a California corporation
 dba: Clean Energy Corp.
 4675 MacArthur Court, Suite 800
 Newport Beach, CA 92660

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	X		35816898	11/30/2025	11/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X		73521989	11/30/2025	11/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			79860791	11/30/2025	11/30/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71736418	11/30/2025	11/30/2026	☒ PER STATUTE ☐ OTHER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Maintenance Services Agmt at 915 North Nelson Street, Spokane, WA 99202 (Site #20369)

City of Spokane, its officers and employees are additional insured as respects general liability and auto liability, as required by written contract, subject to the terms and conditions of the policy and attached forms.

Excess liability is following form. Separation of Insureds applies. 30-day notice of cancellation, except 10 days for non-payment.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane
 915 North Nelson
 Spokane, WA 99202

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

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/25/2026**Committee Agenda type:** Consent**Date Rec'd**

8/11/2026

Clerk's File #

OPR 2025-0693

Cross Ref #**Project #****Council Meeting Date:** 09/09/2026**Submitting Dept**

CITY ATTORNEY

Bid #**Contact Name/Phone**

MICHAEL 6237

Requisition #

PAID VIA CLAIMS

Contact E-Mail

MPICCOLO@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON BWILKERSON

Sponsoring at Administrators Request

NO

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

OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

Contract amendment with Evans, Craven & Lackie, Spokane, WA, re Kershawn Grigsby, et al., v. City of Spokane Police Department, et. al. This amendment will increase contract by \$50,000 for a contract total of \$100,000.

Summary (Background)

The Kershawn Grigsby v. City of Spokane et. al. action seeks damages against the City and its agents' alleging violations of rights arising out of a traffic stop on a misidentified, yet similar vehicle wanted in relation to a drive by shooting.

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		\$ 50,000	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 50,000	#	Risk - Claims
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source			
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	
<u>Dept Head</u>	SCHOEDEL, ELIZABETH	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SZAMBELAN, TIMOTHY		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
CKerley@ecl-law.com		deigler@spokanecity.org	
Zach.Ray@us.davies-group.com		sdhansen@spokanecity.org	
rhulvey@spokanecity.org		ddaniels@spokanecity.org	



City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **CHRISTOPHER KERLEY**, and **EVANS CRAVEN & LACKIE, P.S.**, whose address is 818 West Riverside Avenue, Suite 250, Spokane, Washington 99201, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the matter of Kershawn Grigsby, et al., v. City of Spokane Police Department, et. al., Spokane County Superior Court No. 25-2-04306-32; and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract dated September 29, 2025, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on July 1, 2026.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**. IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants

contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

EVANS CRAVEN & LACKIE, P.S.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



STATE OF
WASHINGTON

BUSINESS LICENSE

Professional Service Corporation

EVANS, CRAVEN & LACKIE, P.S.
818 W RIVERSIDE AVE
SPOKANE WA 99201-0916

UNEMPLOYMENT INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

Issue Date: Mar 20, 2026

Unified Business ID #: 600288025

Business ID #: 001

Location: 0001

Expires: Mar 31, 2027

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS #T12015116BUS - ACTIVE

DUTIES OF MINORS:

Ages 16-17: ANSWERING PHONES, FILING PAPERS

LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Minors must be at least 16 years of age to perform window washing or other work requiring worker to be positioned at higher than ground or floor level. WAC 296-125-033(5)(b)

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

John Ryser
Director, Department of Revenue

UBI: 600288025 001 0001

EVANS, CRAVEN & LACKIE, P.S.
818 W RIVERSIDE AVE
SPOKANE WA 99201-0916

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS
#T12015116BUS - ACTIVE

STATE OF WASHINGTON

Expires: Mar 31, 2027

John Ryser
Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/09/2026

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PRODUCER Liberty Mutual Insurance PO Box 188065 Fairfield OH 45018		CONTACT NAME: PHONE (A/C, No, Ext): 800-962-7132 FAX (A/C, No): 800-845-3666 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Ohio Security Insurance Company	
		NAIC # 24082	
INSURED Evans, Craven & Lackie Ps 818 W Riverside Ave Ste 250 Spokane WA 99201		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 0409626125**REVISION NUMBER:** 2016-03

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	☒ COMMERCIAL GENERAL LIABILITY	X		BZS60237410	07/01/2026	07/01/2027	EACH OCCURRENCE	\$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	☒ Businessowners						MED EXP (Any one person)	\$ 15,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000	
	☒ POLICY ☒ PRO-JECT ☒ LOC						GENERAL AGGREGATE	\$ 2,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
A	AUTOMOBILE LIABILITY			BZS60237410	07/01/2026	07/01/2027	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	☐ ANY AUTO						BODILY INJURY (Per person)	\$	
	☐ OWNED AUTOS ONLY						☐ SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ONLY						☒ NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$
									\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						CLAIMS-MADE	AGGREGATE	\$
	DED						RETENTION \$		\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A	BZS60237410 - Stop Gap	07/01/2026	07/01/2027	PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

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

See Additional Remarks

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 808 W. Spokane Falls Blvd Spokane WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Curtis Luken
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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Liberty Mutual Insurance		NAMED INSURED Evans, Craven & Lackie Ps 818 W Riverside Ave Ste 250 Spokane WA 99201	
POLICY NUMBER BZS60237410			
CARRIER Ohio Security Insurance Company	NAIC CODE 24082	EFFECTIVE DATE: 07/01/2026	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 0025 **FORM TITLE:** 2016-03

Certificate Holder is Additional Insured if required by written contract or written agreement, subject to Businessowners Liability Extension, Blanket Additional Insured Provision. Ongoing Operations Coverage applies. Per Project General Aggregate limit applies. Per Location General Aggregate limit applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Below is a summarization of the coverages provided by this endorsement. No coverages are given by this summary. Actual coverage descriptions are within this endorsement.

<u>SECTION</u>	<u>SUBJECT</u>
A.	Supplementary Payments Bail Bonds Loss Of Earnings
B.	Broadened Coverage For Damage To Premises Rented To You
C.	Incidental Medical Malpractice Injury
D.	Mobile Equipment
E.	Blanket Additional Insured (Owners, Contractors Or Lessors)
F.	Newly Formed Or Acquired Organizations
G.	Aggregate Limits
H.	Duties In The Event Of Occurrence, Offense, Claim Or Suit
I.	Liability And Medical Expenses Definitions Bodily Injury Insured Contract Personal And Advertising Injury

Section II – Liability is amended as follows:

A. Supplementary Payments

Section **A.1. Business Liability** is modified as follows:

1. The \$250 limit shown in Paragraph **A.1.f.(1)(b) Coverage Extension – Supplementary Payments** for the cost of bail bonds is replaced by a \$3,000 limit.
2. The \$250 limit shown in Paragraph **A.1.f.(1)(d) Coverage Extension – Supplementary Payments** for reasonable expenses and loss of earnings is replaced by a \$500 limit.

B. Broadened Coverage For Damage To Premises Rented To You

1. The last paragraph of Section **B.1. Exclusions – Applicable To Business Liability Coverage** is replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions **c., d., e., g., h., k., l., m., n.** and **o.** do not apply to "property damage".

2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

3. Paragraph **D.3. Liability And Medical Expenses Limits Of Insurance** does not apply.

C. Incidental Medical Malpractice Injury

1. Paragraph **(4)** under Paragraph **B.1.j. Exclusions – Applicable To Business Liability Coverage – Professional Services** does not apply to "Incidental Medical Malpractice Injury" coverage.

2. With respect to this endorsement, the following is added to Section **F. Liability And Medical Expenses Definitions**:

- a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

- (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

- b. This coverage does not apply to:

- (1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.

- (2) Any insured engaged in the business or occupation of providing any of the services described under **a.** above.

- (3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under **a.** above.

D. Mobile Equipment

Section **C. Who Is An Insured** is amended to include any person driving "mobile equipment" with your permission.

E. Blanket Additional Insured (Owners, Contractors Or Lessors)

1. Section **C. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:

- a. Currently in effect or becoming effective during the term of this policy; and

- b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

2. The insurance afforded to the additional insured is limited as follows:
 - a. The person or organization is only an additional insured with respect to liability arising out of:
 - (1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and
 - (2) Caused in whole or in part by your ongoing operations performed for that insured.
 - b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.
 - c. The insurance afforded to the additional insured does not apply to:
 - (1) Liability arising out of the sole negligence of the additional insured;
 - (2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - (a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
 - (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.
3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

F. Newly Formed Or Acquired Organizations

The following is added to Section **C. Who Is An Insured**:

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;
2. Section **A.1. Business Liability** does not apply to:
 - a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
 - b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
3. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

G. Aggregate Limits

The following is added to Paragraph **D.4. Aggregate Limits** Liability and Medical Expenses Limits Of Insurance:

1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
2. The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

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

H. Duties In The Event Of Occurrence, Offense, Claim Or Suit

1. Paragraph **E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition applies only when the "occurrence" is known to any insured listed in Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
2. Paragraph **E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

I. Section F. Liability And Medical Expenses Definitions is modified as follows:

1. Paragraph **F.3.** is replaced by the following:
 3. "Bodily Injury" means bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.
2. Paragraph **F.9.** is replaced by the following:
 9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;

- f. 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, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

3. Paragraph **F.14.b. Personal And Advertising Injury** is replaced by the following:

- b. Malicious prosecution or abuse of process;



P.O. Box 9169, Missoula, MT 59807-9169
(800) 367-2577 | (406) 728-3113 | Fax: (406) 728-7416
www.alpsinsurance.com

CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE					DATE: 07/09/2026
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY LISTED BELOW.					
NAMED INSURED: Evans, Craven & Lackie, P.S. 818 W. Riverside Avenue, Suite 250 Spokane, WA 99201-0910			CERTIFICATE HOLDER: City of Spokane Attn: Shiela Hanson 808 W. Spokane Falls Blvd. Spokane, WA 99201		
IF THE DESCRIBED POLICY IS CANCELLED BEFORE ITS EXPIRATION DATE ALPS WILL ENDEAVOR TO MAIL TEN DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON ALPS, ITS AGENTS OR REPRESENTATIVES COVERAGES.					
THE POLICY OF INSURANCE LISTED BELOW HAS 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 POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
TYPE OF INSURANCE:	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	RETROACTIVE COVERAGE DATE	LIMIT OF LIABILITY
LAWYERS PROFESSIONAL LIABILITY CLAIMS MADE	ALPS20554- 10	07/17/2026	07/17/2027	07/17/1978	EACH CLAIM \$6,000,000 AGGREGATE \$6,000,000
DEDUCTIBLE: EACH CLAIM \$25,000 THE DEDUCTIBLE SHALL BE SUBTRACTED FROM THE CLAIM EXPENSE ALLOWANCE AND THEN THE TOTAL LIMIT OF LIABILITY RESULTING FROM EACH CLAIM REPORTED TO THE COMPANY DURING THE POLICY PERIOD, SUBJECT TO AN ANNUAL AGGREGATE DEDUCTIBLE EQUAL TO TWICE THE DEDUCTIBLE AMOUNT LISTED IN THE DECLARATIONS.					
ENDORSEMENTS LISTED ON THE DECLARATION AT INCEPTION: Excluded Entity(s)					
LAW OFFICE LOCATED: 818 W. Riverside Avenue, Suite 250 Spokane, WA 99201-0910					
 P.O. Box 9169, Missoula, MT 59807-9169 (800) 367-2577 (406) 728-3113 Fax: (406) 728-7416 www.alpsinsurance.com			 AUTHORIZED REPRESENTATIVE ALPS PROPERTY & CASUALTY INSURANCE COMPANY		

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/25/2026**Committee Agenda type:** Consent**Date Rec'd**

8/11/2026

Clerk's File #

OPR 2021-0722

Cross Ref #**Project #****Council Meeting Date:** 09/09/2026**Submitting Dept**

CITY ATTORNEY

Bid #**Contact Name/Phone**

MICHAEL 6237

Requisition #

PAID VIA CLAIMS

Contact E-Mail

MPICCOLO@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON BWILKERSON

Sponsoring at Administrators Request

NO

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

OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

Contract amendment with Summit Law Group, Seattle, WA re Bacon, et. al., v. City of Spokane, et. al. This amendment will increase the contract by \$265,000 for a contract total of \$1,150,000.00.

Summary (Background)

The Michael Bacon, et al. v. City of Spokane, et al. action seeks damages against the City and various State agencies. The Spokane Fire Department plaintiffs allege violation of rights relating to Washington's COVID-19 vaccination mandate.

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		\$ 265,000	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 265,000.00	#	Risk - Claims
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	PICCOLO, MIKE	<u>PURCHASING</u>	WAHL, CONNIE
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SZAMBELAN, TIMOTHY		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
chadm@SummitLaw.com		mpiccolo@spokanecity.org	
Zach.Ray@us.davies-group.com		sdhansen@spokanecity.org	
rhulvey@spokanecity.org		ddaniels@spokanecity.org	



City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SUMMIT LAW GROUP, PLLC**, whose address is 315 5th Avenue South, Suite 1000, Seattle, Washington 98104, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the lawsuit of Michael Bacon, et. al. v. City of Spokane, et. al.; and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract dated October 29, 2021 and November 8, 2021, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on June 1, 2026.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **TWO HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$265,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE MILLION ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,150,000.00)**.

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

SUMMIT LAW GROUP, PLLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



< Business Lookup

License Information:

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

Entity name: SUMMIT LAW GROUP, PLLC

Business name: SUMMIT LAW GROUP, P.L.L.C.

Entity type: [Professional Limited Liability Company](#)

UBI #: 601-773-208

Business ID: 001

Location ID: 0002

Location: Active

Location address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

Mailing address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682



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

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

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bainbridge Island General Business - Non-Resident	41410			Active	Feb-28-2027	Sep-24-2007
Bellingham General Business	023960			Active		Apr-12-1999
Bremerton General Business - Non-Resident	29121			Active	Feb-28-2027	Jan-01-2011
Burien General Business - Non-Resident				Active	Feb-28-2027	Feb-10-2025
Burlington General Business - Non-Resident	10352			Active	Feb-28-2027	Apr-10-2019

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Issaquah General Business - Non-Resident				Active	Feb-28-2027	Jun-28-2018



Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Kirkland General Business - Non-Resident				Active	Feb-28-2027	Jun-08-2023
Lake Stevens General Business - Non-Resident				Active	Feb-28-2027	Jun-06-2014
Port Orchard General Business - Non-Resident				Active	Feb-28-2027	May-12-2020
Snoqualmie General Business - Non-Resident				Active	Feb-28-2027	Sep-18-2023
South Bend General Business - Non-Resident	846			Active	Feb-28-2027	Aug-04-2023
Spokane General Business - Non-Resident	T12024574BL			Active	Feb-28-2027	Oct-15-2012
Vancouver General Business - Non-Resident				Active	Feb-28-2027	Mar-21-2018
Yelm General Business - Non-Resident	850			Active	Feb-28-2027	Nov-07-2023

Owners and officers on file with the Department of Revenue



Owners and officers**Title**

ANGER, KRISTIN D

DANELO, ADA

DIXON, HEATH

STODDARD, KRISTIN

YOUNKER, RODNEY B

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
3/10/2026 9:51:15 AM

Contact us

How are we doing?



Take our survey!

Don't see what you expected?

Check if your browser is supported





SUMMLAW-01

TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2026

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

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

PRODUCER Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	CONTACT NAME: PHONE (A/C, No, Ext): (425) 489-4500 FAX (A/C, No): (425) 485-8489 E-MAIL ADDRESS: now.info@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Insurance Company of Hartford INSURER B: Continental Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Summit Law Group, PLLC 315 5th Avenue S., Suite 1000 Seattle, WA 98104	NAIC # 20478 20443

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

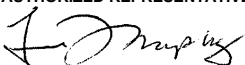
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	X		4031454583	5/1/2026	5/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			4031454583	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000			4031455250	5/1/2026	5/1/2027	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4031454583	5/1/2026	5/1/2027	PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured as required by written contract: City of Spokane.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane c/o Sheila Hansen 808 W. Spokane Falls Blvd Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

TABLE OF CONTENTS	
I.	Blanket Additional Insured Provisions
A.	Additional Insured – Blanket Vendors
B.	Miscellaneous Additional Insureds
C.	Additional Provisions Pertinent to Additional Insured Coverage
1.a.	Primary – Noncontributory provision
1.b.	Definition of "written contract"
2.	Additional Insured – Extended Coverage
II.	Liability Extension Coverages
A.	Bodily Injury – Expanded Definition
B.	Broad Knowledge of Occurrence
C.	Estates, Legal Representatives and Spouses
D.	Fellow Employee First Aid
E.	Legal Liability – Damage to Premises
F.	Personal and Advertising Injury – Discrimination or Humiliation
G.	Personal and Advertising Injury – Broadened Eviction
H.	Waiver of Subrogation – Blanket

I. BLANKET ADDITIONAL INSURED PROVISIONS**A. ADDITIONAL INSURED – BLANKET VENDORS**

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a **"written contract"** to provide insurance, but only with respect to **"bodily injury"** or **"property damage"** arising out of **"your products"** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. **"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;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. 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;
 - e. 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;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. 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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- h. **"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:
 - (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
 - (2) 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.
- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- 3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
- 4. This provision **2.** does not apply if **"bodily injury"** or **"property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSURED

- 1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a **"written contract."**
- 2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such **"written contract;"**
 - b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for **"bodily injury"** or **"property damage"** included within the **"products-completed operations hazard."** But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

- 3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

- a. **Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

- b. **Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury," "property damage"** or **"personal and advertising injury"** as co-owner of such premises.

- c. **Grantor of Franchise**

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury," "property damage,"** or **"personal and advertising injury"** as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but 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 such equipment, provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury"** takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
 - (a) **"Bodily injury," "property damage" or "personal and advertising injury"** arising out of operations performed for the state or government agency or subdivision or political subdivision; or
 - (b) **"Bodily injury" or "property damage"** included within the **"products-completed operations hazard."**

With respect to this provision's requirement that additional insured status must be requested under a **"written contract,"** we will treat as a **"written contract"** any governmental permit that requires you to add the governmental entity as an additional insured.

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i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for **"bodily injury," "property damage," or "personal and advertising injury"** caused by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for **"bodily injury," "property damage" or "personal and advertising injury"** for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For **"bodily injury," "property damage," or "personal and advertising injury"** arising out of the rendering or failure to render any professional services;
- (2) For **"bodily injury" or "property damage"** included in the **"products-completed operations hazard."** But this provision (2) does not apply to such **"bodily injury" or "property damage"** if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the **"written contract"**; and
 - (b) The **"written contract"** requires you to make the person or organization an additional insured for such **"bodily injury" or "property damage"**; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

- a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a **"written contract"** requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- (1) Is currently in effect or becomes effective during the term of this policy; and
- (2) Was executed prior to:
 - (a) The **"bodily injury" or "property damage,"** or
 - (b) The offense that caused the **"personal and advertising injury"**;for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

- a. An individual, then his or her spouse is an insured;

- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds;
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
- e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) **"Bodily injury"** or **"personal and advertising injury"** to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;
- (2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of **"Bodily injury"** is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under **Businessowners Liability Conditions**, the Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such **"occurrence,"** offense, claim or **"suit"** is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any **"executive officer"** or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.



D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a), (b) and (c)** do not apply to your **"employees"** for **"bodily injury"** that results from providing cardiopulmonary resuscitation or other first aid services to a co-**"employee"** or **"volunteer worker"** that becomes necessary while your **"employee"** is performing duties in the conduct of your business. Your **"employees"** are hereby insureds for such services. But the insured status conferred by this provision does not apply to **"employees"** whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the **"property damage"** arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the **"property damage"** arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because **"your work"** was incorrectly performed on it.

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

Paragraphs **1, 3, and 4**, of this exclusion do not apply to **"property damage"** (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

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

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

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

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

(a) The insured; or

(b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.



SUMMLAW-01

TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2026

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

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

PRODUCER Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	CONTACT NAME: PHONE (A/C, No, Ext): (425) 489-4500 FAX (A/C, No): (425) 485-8489 E-MAIL ADDRESS: now.info@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyd's of London INSURER B: Starstone Specialty Insurance Company INSURER C: QBE INSURER D: INSURER E: INSURER F:
INSURED Summit Law Group, PLLC 315 5th Avenue S., Suite 1000 Seattle, WA 98104	NAIC # 15792 44776

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	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR ☒ Lawyers Prof Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: \$25,000 Deductible Each Claim			SUAGP1657-2601	5/1/2026	5/1/2027	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Prof Liab			LPL00442510P-01	5/1/2026	5/1/2027	Each Claim/Aggregate \$ 5,000,000
C	Excess Prof Liab			100007229	5/1/2026	5/1/2027	Each Claim/Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Primary Professional Liability: Starstone Specialty Insurance Company - \$5,000,000 Per Occurrence/ \$5,000,000 Aggregate - \$50,000 Deductible per claim
Excess Professional Liability: Indian Harbor Insurance Company - \$5,000,000 Per Occurrence/ \$5,000,000 Aggregate
Excess Professional Liability: QBE Insurance Company - \$5,000,000 Per Occurrence/ \$5,000,000 Aggregate

(Total Professional Liability Limit is: \$15,000,000 Per Occurrence/\$15,000,000 Aggregate - \$50,000 Deductible per claim)

CERTIFICATE HOLDER

CANCELLATION

City of Spokane c/o Sheila Hansen 808 W. Spokane Falls Blvd. Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

What impacts would the proposal have on historically excluded communities?

NA – Software renewal

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 – Software renewal

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

NA – Software renewal

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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Utility Billing Management System contract.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ \$240,090.93	
Current Year Cost		\$ \$240,090.93	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ \$240,090.93	#	5300-73300-18850-54214
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	
<u>Dept Head</u>	MARTINEZ, LAZ	<u>PURCHASING</u>	WAHL, CONNIE
<u>Division Director</u>			
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Julie Hextell jhextell@harriscomputer.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 OF SPOKANE
CONTRACT AMENDMENT / RENEWAL
1 of 4
Title: UTILITY BILLING SOFTWARE
MAINTENANCE AND SUPPORT

This Contract Amendment Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SYSTEMS & SOFTWARE, INC.**, whose address is 10 East Allen Street, Suite 201, Winooski, Vermont 05404, 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 provide Utility Billing Software (enQuesta) Maintenance and Support;

WHEREAS, a revision to the insurance requirements set out in the original contract is needed, and

WHEREAS, the initial contract provided for four (4) additional one (1) 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 September 8, 2025, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment Renewal shall become effective on November 1, 2026, and shall end October 31, 2027.

3. AMENDMENT.

The original Contract is hereby amended as follows:

10. INSURANCE.

D. **Technology E&O/Cyber Insurance** with a combined single limit of not less than \$5,000,000 each claim, incident, or occurrence.

11. LIMITATION OF LIABILITY.

~~BOTH PARTIES AGREE THAT COMPANY'S ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE FEES PAID TO COMPANY BY THE CITY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE TIME THAT THE CLAIM AROSE.~~

4. COMPENSATION.

The City shall pay an amount not to exceed **TWO HUNDRED FORTY THOUSAND NINETY AND 93/100 DOLLARS (\$240,090.93)**, plus sales tax, for everything furnished and done under this Contract Amendment 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.

5. Section 14, STANDARD OF PERFORMANCE, is modified as follows:

The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform at a commercially reasonable level.

6. ENTIRE AGREEMENT

All terms, conditions and provisions of the original Contract and any previous amendments, renewals and / or extensions thereto shall continue to apply in full and remain unchanged, except only to the extent expressly modified by this Contract Amendment Renewal. In the event of any conflict between this Contract Amendment Renewal and the original Contract, the terms of this Contract Amendment Renewal shall control solely as to the matters expressly addressed herein.

7. 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 Amendment Renewal by having legally-binding representatives affix their signatures below.

////

////

////

SYSTEMS & SOFTWARE, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment

Attachment B – 2026 Renewal Letter

26-207b

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

ATTACHMENT B



Systems & Software

July 20th, 2026

City of Spokane

914 E North Foothills Dr.

Spokane, WA 99207

RE: 2026 Maintenance Quote – enQuesta

Dear Corin,

We truly value your partnership and appreciate the trust you place in us. Your annual maintenance renewal helps ensure you continue receiving the support and resources that keep your business running smoothly. With your renewal, you'll have:

- Direct access to our knowledgeable support staff, available weekdays 8:00 AM – 6:00 PM ET, plus after-hours on-call support
- Defined support levels to prioritize your business needs
- Access to training opportunities designed to help your team succeed
- Regular updates and enhancements to system functionality
- An invitation to our annual HCTC conference, taking place in Denver, CO in December 2026

At S&S, we are continually enhancing our product, with a strong focus on security over the past year. As part of your maintenance, we've introduced new features and modules designed to deliver even greater value to you and your team:

- **Flexible Billing Options** – Now you can bill for additional services on a daily or as-needed basis, giving you more control outside of standard cycle billing.
- **Smarter Customer Billing API** – Expanded functionality opens the door to more use cases, making it easier to streamline your processes.
- **Seamless Questline Digital Integration** – Automatically send Welcome Packets and other communications to keep your customers engaged from day one.
- **Connected with Salesforce** – Direct integration ensures your teams have the data they need, right where they work.
- **Flexible Due Dates for Notices** – Notice Due Dates no longer have to be the same as the Billing Due Date.

Contact your Account Manager if you are interested in more information on the extended services described above.

The yearly maintenance amount from November 1st, 2026, through October 31st, 2027, has been revised to the following:



Systems & Software

Product	Support Period		Total Invoice
Support and Maintenance	11/1/2026	10/31/2027	\$172,661.11
Hosting	11/1/2026	10/31/2027	\$ 53,440.91
CO05 Credit Refund Check Writing Interface	11/1/2026	10/31/2027	\$ 1,467.72
CO08 Convert and Download Add Service Location Comments Maintenance	11/1/2026	10/31/2027	\$ 340.35
CO09 Accela Interface Maintenance	11/1/2026	10/31/2027	\$ 935.95
CO18 Integration with US Bank maintenance	11/1/2026	10/31/2027	\$ 7,657.69
CO26 - Populate Meter Set Date and Pass to ServiceLink	11/1/2026	10/31/2027	\$ 2,339.85
CO31 - Neptune Upload and Download Maintenance	11/1/2026	10/31/2027	\$ 765.78
CS26865 - Bill Print Support	11/1/2026	10/31/2027	\$ 481.57
Total 2026 Maintenance Renewal			\$240,090.93

S&S Terms and Conditions:

1. This quote is valid for all current services as of November 1st, 2026, through October 31st, 2027, and subject to change based on future services or change orders offered after the effective date.
2. Except as otherwise set forth herein, this maintenance renewal will be subject to the terms and conditions of the existing support and maintenance agreement between you and S&S. Any changes to support maintenance will be contained in separate quotes related to modifications or enhancements that you request.
3. Please provide an authorized signature indicating your acceptance of this quote for 2026 Maintenance Services.

Systems & Software appreciates the opportunity to be of continued service and values your business. If there are any questions about this quote, please do not hesitate to reach out to your Account Executive.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT on the dates listed below: Customer/Organization: **City of Spokane**

Date: _____

Corin Morse, City of Spokane

Date: _____

Adam Smith, EVP of Systems & Software

Each individual signing this agreement directly and expressly warrants that they have been given and has received and accepted authority to sign and execute the agreement on behalf of the party for whom it is indicated. They have further been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party concerning the matters contained herein and as stated herein.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/02/2025

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

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

PRODUCER Marsh Canada Limited 120 Bremner Blvd., Suite 800 Attn: Canada.Certrequest@marsh.com Toronto, ON, M5J 0A8	CONTACT NAME: — PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:
CN102165922-sndrd-GAWUP-25-26 Harris	INSURER(S) AFFORDING COVERAGE INSURER A : Federal Insurance Company INSURER B : ACE American Insurance Company INSURER C : XL Specialty Insurance Company INSURER D : INSURER E : INSURER F :
INSURED Systems & Software, Inc., A DIVISION OF N. HARRIS COMPUTER CORPORATION 10 E Allen St Ste 201, Winooski, VT 05404	NAIC # 20281 22667 37885

COVERAGES

CERTIFICATE NUMBER:

HOU-003831474-17

REVISION NUMBER: 5

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			9950-48-39 EUC	09/27/2025	09/27/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			7360-03-97	09/27/2025	09/27/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			9365-24-30	09/27/2025	09/27/2026	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	71764342	09/27/2025	09/27/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Tech E&O & Cyber			US00158150EO25A	09/27/2025	09/27/2026	Limit 10,000,000 SIR 2,500,000

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

CITY OF SPOKANE, ITS OFFICERS AND EMPLOYEES ARE ADDED AS ADDITIONAL INSURED WITH RESPECT TO THE COMMERCIAL GENERAL LIABILITY POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CITY OF SPOKANE
808 W. SPOKANE FALLS BLVD., 7TH FLOOR
SPOKANE, WA 99201-3344

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

[<](#) **Business Lookup****License Information:**[New search](#) [Back to results](#)**Entity name:** SYSTEMS & SOFTWARE, INC.**Business name:** SYSTEMS & SOFTWARE, INC.**Entity type:** Profit Corporation**UBI #:** 604-404-683**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 10 EAST ALLEN STREET
WINOOSKI VT 05404**Mailing address:** 10 EAST ALLEN STREET
WINOOSKI VT 05404

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	Mar-31-2027	May-02-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BENDER, JEFF	
NEALE, AMANDA	
RICHARDSON, TODD	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/1/2026 12:16:48 PM



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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/25/2026**Committee Agenda type:** Reports, Contracts & Claims**Council Meeting Date:** 09/09/2026

 Agenda Sheet for City Council: Committee: Finance & Administration Date: 08/25/2026 Committee Agenda type: Reports, Contracts & Claims Council Meeting Date: 09/09/2026		<u>Date Rec'd</u>	8/7/2026
		<u>Clerk's File #</u>	
		<u>Cross Ref #</u>	
		<u>Project #</u>	
<u>Submitting Dept</u>	FLEET SERVICES	<u>Bid #</u>	SOURCEWELL
<u>Contact Name/Phone</u>	RICK GIDDINGS 5096257706	<u>Requisition #</u>	RE 21013
<u>Contact E-Mail</u>	RGIDDINGS@SPOKANECITY.ORG		
<u>Agenda Item Type</u>	Purchase w/o Contract		
<u>Council Sponsor(s)</u>	BWILKERSON PDILLON		
<u>Sponsoring at Administrators Request</u>		NO	
<u>Lease?</u> NO	<u>Grant Related?</u> NO	<u>Public Works?</u> NO	
<u>Agenda Item Name</u>	PURCHASE OF CATCH BASIN TRUCK FOR WASTEWATER MAINTENANCE		

Agenda Wording

Purchase from SWS Equipment, Spokane, WA, of one Sewer Equipment 900 Eco Catch Basin Truck for \$606,809.07 including sales tax for the Wastewater Maintenance Department.

Summary (Background)

Wastewater Maintenance would like to replace a catch basin truck that has exceeded its economic lifecycle with a Sewer Equipment 900 Eco Catch Basin 12 Yard Sewer Cleaner body mounted on a 2026 Western Star 47X chassis. Purchase will be made using Sourcewell contract 122017-SCA. Total cost including sales tax is \$606,809.07.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Lifecycle cost data is collected by Fleet Services for future analysis.

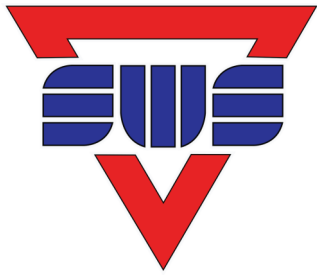
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Aligns with CIP and City Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 606,809.07	
Current Year Cost		\$ 606,809.07	
Subsequent Year(s) Cost		\$ 0	
<u>Narrative</u>			
Will be purchased using an approved cooperative contract following all City competitive purchasing requirements.			
Amount		Budget Account	
Expense	\$ 606,809.07	# 4310-43387-94350-56404-10063	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Reserves	
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	GIDDINGS, RICHARD	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SZAMBELAN, TIMOTHY		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
RGIDDINGS@SPOKANECITY.ORG		Tprince@spokanecity.org	
ssclark@spokanecity.org		fleetservicesaccounting@spokanecity.org	
kkeck@spokanecity.org			



SWS Equipment, LLC.

QUOTE

Four Locations Serving Washington, Idaho, Montana, Oregon

All Correspondence Remit: PO Box 13040, Spokane, WA 99213

800-892-7831 ~ Fax 509-533-1050 ~ phild@swsequipment.com

www.SWSequipment.com

Quote To:
City of Spokane - Sewer
Ralph Kirby
rkirby@spokanecity.org
Phone:
Cell: (509) 342-9700

Ship To:
909 East Sprague Avenue
Spokane, WA 99202

Bill To:
909 East Sprague Avenue
Spokane, WA 99202

Quote #: 5015-2
Date: 07/31/2026
Sales Rep: Phil Davison
FOB: Destination
Ship Via: Bestway
Est. Ship Date: 6 to 8 Months
Term: Net 30

Sourcewell Contract # 122017-SCA
City of Spokane Member # 33592

Qty	Description	Unit Price	Ext. Price
1	Sewer Equipment 900-ECO-CB 12 Yard Truck Mounted Catch Basin Sewer Cleaner.	\$ 338,009.00	\$ 338,009.00

Vacuum System:

4400 CFM Blower
8" Vacuum Hose system
18" Hg vacuum rating
Dual Cyclone Separator
Dual Element 10 Micron Final Filter
Remote Vacuum Relief
Analog Vacuum Display
(6) Tube / Tube Rack

Boom:

Hydraulic Powered Dig Deep Boom
Telescoping Reach 17' 2" to 27' 2"
180° Working Radius
Manual Boom Controls
(2) LED Boom Mounted Work Lights

Hose Reel & Hose:

Midship Mount Spring Retractable Reel
3/8" x 75' of hose

Water System:

"Giant Plunger Style Triplex 18 gpm @ 2500 psi
w/ 30 min run dry"

1300 Gallon Capacity Water Tank

"Black Duraprolene™ Water Tank Construction
w/ 10 Year Warranty"

Cold Weather Recirculation System

2.5" Hydrant Fill system
Air Purge Valve
Variable Volume Delivery
Low Water Warning Light
Analog Pressure Display

Debris Tank:

12 Cubic Yard Capacity
Exten Steel Construction
Debris Level Indicator
Hydraulic Dump, 50° Dump Angle (LIFT CLYINDER)
Dual Ported Rear Door w/ Knife Valve
Dump Height 60"

Qty	Description	Unit Price	Ext. Price
	Hydraulic Open/Close/Lock Door		
	Electrical: NEMA 4 Control Panel Hour Meter (Blower & Water Pump) Military Spec. Sealed Switches		
	Truck: Mounting to Approved Chassis LED D.O.T. Approved Lighting Behind the Cab Toolbox		
	Accessories: (3) 8" x 6' Extension Tube (1) 8" X 4' Extension Tube (1) 8" x 6' Crowned Suction Nozzle (1) 6" x 10' Flat Discharge Hose (6) Quick Clamps Variable Degree Washdown Gun w/50' Hose Attached 25' Fill Hose (1) Hydrant Wrench Operations, Maintenance, Safety Manuals		
1	Western Star 47X Chassis Cummins 455 HP, 66,000 GVRW	\$ 165,538.00	\$ 165,538.00
1	UPGRADE WATER PUMP DRAIN VALVES	\$ 386.00	\$ 386.00
1	Water Tank Low Level Audible Alarm (level set point is fixed at 150 gallons)	\$ 679.00	\$ 679.00
1	2" WYE-Strainer On Inlet Fill System	\$ 708.00	\$ 708.00
1	FILL HOSE STORAGE RACK	\$ 273.00	\$ 273.00
1	Front Bumper Mounted CENTRAL WASHDOWN SYSTEM W/ 50FT RETRACTABLE HOSE REEL (mounted at midship)	\$ 1,755.00	\$ 1,755.00
1	STANDARD HYDROEXCAVATION CLEANING KIT 20GPM @ 2000PSI - Includes 8" x 6' dig tube, 8GPM rotary dig wand, 10GPM linear nozzle (shipped loose), (2) 5' extension wands, and automatic reel w/ 75' of 3/8" hose	\$ 8,066.00	\$ 8,066.00
1	ADD QTY 2 30"X18"X18" PASSENGER SIDE ALUMINUM TOOLBOXES W/ RETRACTABLE 2 STEP LADDER	\$ 2,999.00	\$ 2,999.00
1	60in EXPANDED METAL TOOL BASKET MOUNTED D.S FRAME RAIL (not available with driver side water tank options or other d.s storage options)	\$ 2,348.00	\$ 2,348.00
1	QTY (2) LONG HANDLE TOOL STORAGE TUBES W/ RETENTION SPRINGS ALONG RAILS (subject to rear suspension approval)	\$ 1,007.00	\$ 1,007.00
1	VARIABLE VACUUM CONTROL (Located at midship. Recommended for hydroexcavation operation.)	\$ 1,396.00	\$ 1,396.00
1	DEBRIS LIQUID LEVEL AUDIBLE ALARM (Level set point is adjustable. Tied to vacuum relief and opens vacuum relief valve.)	\$ 1,141.00	\$ 1,141.00
1	DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris box)	\$ 1,565.00	\$ 1,565.00
1	DEBRIS BODY VIBRATOR SYSTEM (12V electric switch near dump controls)	\$ 3,804.00	\$ 3,804.00
1	MANUAL/ELECTRIC BOOM CONTORL VALVE (Control valves have built in manual boom control levers. Located at midship.)	\$ 552.00	\$ 552.00
1	WIRELESS REMOTE PENDANT CONTROL (w/ water pump on/off, vacuum relief open/close, boom up/down, boom left/right, boom extend/retract, and kill switch)	\$ 5,960.00	\$ 5,960.00
1	PREMIUM STROBE LIGHT PACKAGE (12 lights total)	\$ 4,119.00	\$ 4,119.00
1	LED CURBSIDE BODY MOUNTED WORK LIGHT	\$ 595.00	\$ 595.00

Qty	Description	Unit Price	Ext. Price
1	LED REAR MOUNTED WORK LIGHTS (2 lights mounted above rear door)	\$ 1,226.00	\$ 1,226.00
1	ENHANCED VISIBILITY CAMERA SYSTEM W/ BLIND SPOT CAMERAS (includes front and rear mounted cameras with split screen monitor in cab)	\$ 3,766.00	\$ 3,766.00
1	AIR PURGE SYSTEM (powered via chassis air system)	\$ 1,803.00	\$ 1,803.00
2	SIX 28" D.O.T. SAFETY CONES AND HOLDER	\$ 493.00	\$ 986.00
1	CENTRAL LUBRICATION SYSTEM	\$ 3,705.00	\$ 3,705.00
1	Large Whelen Arrow Board installed at factory	\$ 6,800.00	\$ 6,800.00
1	Sourcewell Discount	\$ -15,865.92	\$ -15,865.92
1	Additional Remote CONTROL, REMOTE,TRANSMITTER,TRIDENT Part # 62749-00-X (No Charge)	\$ 0.00	\$ 0.00
1	Fabrication of Decant Tube Inside Debris Body (by SWS)	\$ 3,000.00	\$ 3,000.00
Subtotal		\$ 545,827.08	\$ 546,320.08
Body Pre-Delivery Inspections			\$ 1,850.00
Extra Hydraulic Filter - Change at 50 Hours			
Freight			\$ 6,500.00
Subtotal			\$ 8,350.00
Sales Tax (\$)			\$ 52,138.99
Grand Total			\$ 606,809.07

QUOTE VALID FOR 30 DAYS

**PRICING IS SUBJECT TO CHANGE BASED ON CURRENT MATERIALS AND AVAILABILITY. APPLICABLE SALES TAX NOT INCLUDED UNLESS OTHERWISE NOTATED - AMOUNT BASED ON FINAL INVOICE DATE.
ANY IMPLIED WARRANTY AS PER THE MANUFACTURER'S STANDARD WRITTEN WARRANTY PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE**

Due to a high level of uncertainty with regard to pricing changes from our vendors and the freight industry, the price and freight charges on this document may be adjusted prior to shipping.

Signature: _____ Printed Name: _____ Date: _____

Sewer Equipment 900 Eco Catch Basin Truck



Taking market by storm with Simplicity.....

Sewer Equipment 900 Eco Catch Basin Truck



Catch Basin Attachment

- Easy Manhole to Manhole operations
- Quick Clamps on and off in seconds
- 27.5 Foot Boom Reach
- Can be Utilized without Front Hose Reel



VAC ON THE GO is
Standard Equipment
On 900 ECO



Best Products.
(Established 1941)



Best Support.
(Established 1990)

- **1941 Invented Sewer Snake**
- **1942 Invented Electric Sewer Snake**
- **1948 Introduced Trailer Mounted Sewer Snake**
- **1960 Introduced Continuous Rodder**
- **1968 Introduced Truck Jet to US Market**
- **1996 Introduced Trailer Hydro Ex**
- **2004 Introduced Truck Hydro Ex**
- **2014 Introduced Sewer Equipment 900 Eco**



Simplicity

- = Convenience / ease of use
- = Ease of maintenance
- = Short training curve
- = Longevity – Lack of Obsolescence
- = Safety

Does Not Lack Quality or Features



Best Products, Best Local Support

Don't Need a Computer to Run a Log Splitter



Best Products, Best Local Support

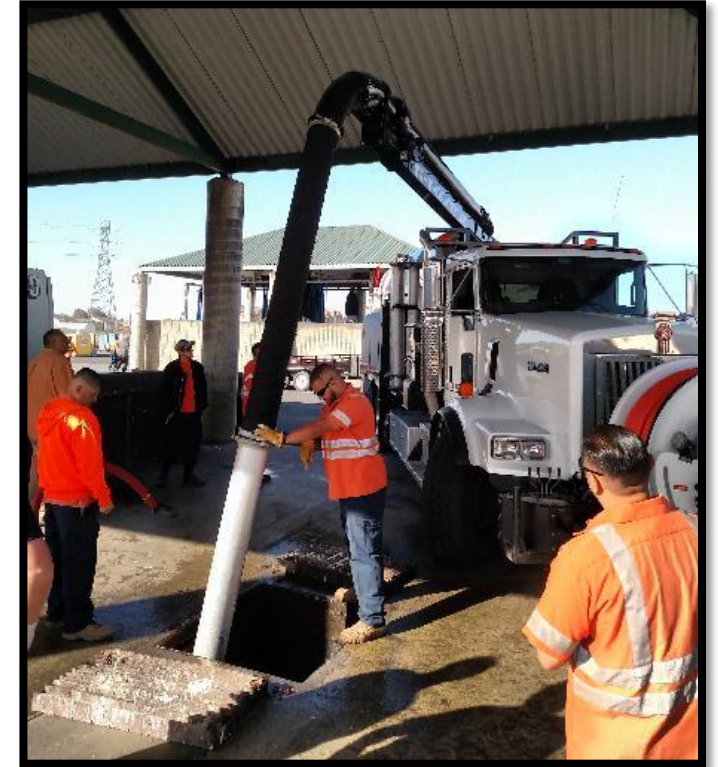
Don't Need a Computer To Run a Vac Truck

Why is this Important?

- Sewer Equipment Trucks Don't "Gitch-out" when computer freezes.
- Allows work to be completed day in and day out without having to restart computers.
- We don't have communication issues with Chassis computers.
- Easier to work on for Mechanics with 12 volt Architecture.
- More up time, means more jobs get done.....



(Don't have touch screens that can get scratched over time and are hard to use with gloves)



Best Products, Best Local Support

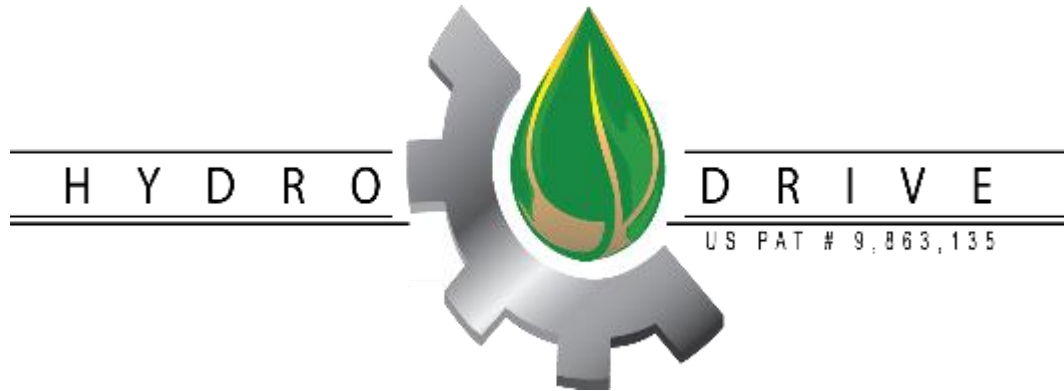
*We keep it simple by eliminating Computerized Controls
and Transfer Case Engagements...*





***All Functions of Truck, Run in Neutral
(Single Engine with No Transfer Case to Engage)***

ENGAGEMENT made Simple with the Hydro-Drive



Simple: FEPTO & REPTO

Proven

Efficient: 97%

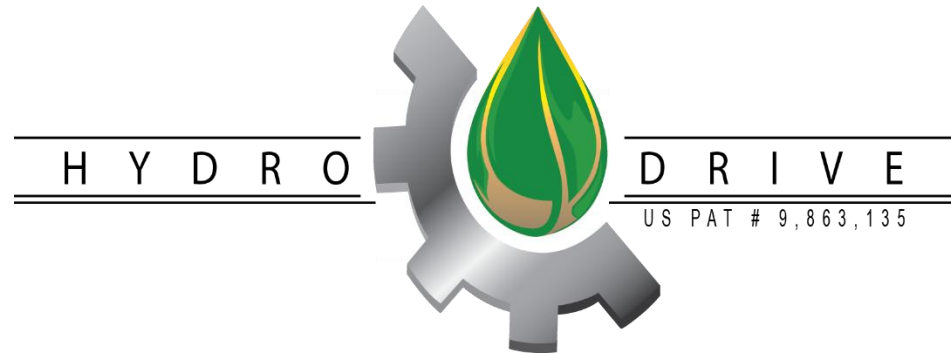
Reliable: No transfer case

Forgiving: soft start/stop

Convenient: Vac-On-The-Go

Safe: Truly runs in neutral

Best Products, Best Local Support




US 20170233994A1

(19) **United States**

(12) **Patent Application Publication** (10) **Pub. No.: US 2017/0233994 A1**
Wichmann et al. (43) **Pub. Date: Aug. 17, 2017**

(54) **DUAL TAKE OFF SYSTEM**

(71) Applicant: **Sewer Equipment Company of America**, Dixon, IL (US)

(72) Inventors: **John Wichmann**, Freeport, IL (US); **Stanley Stuart**, Milledgeville, IL (US)

(21) Appl. No.: **15/044,539**

(22) Filed: **Feb. 16, 2016**

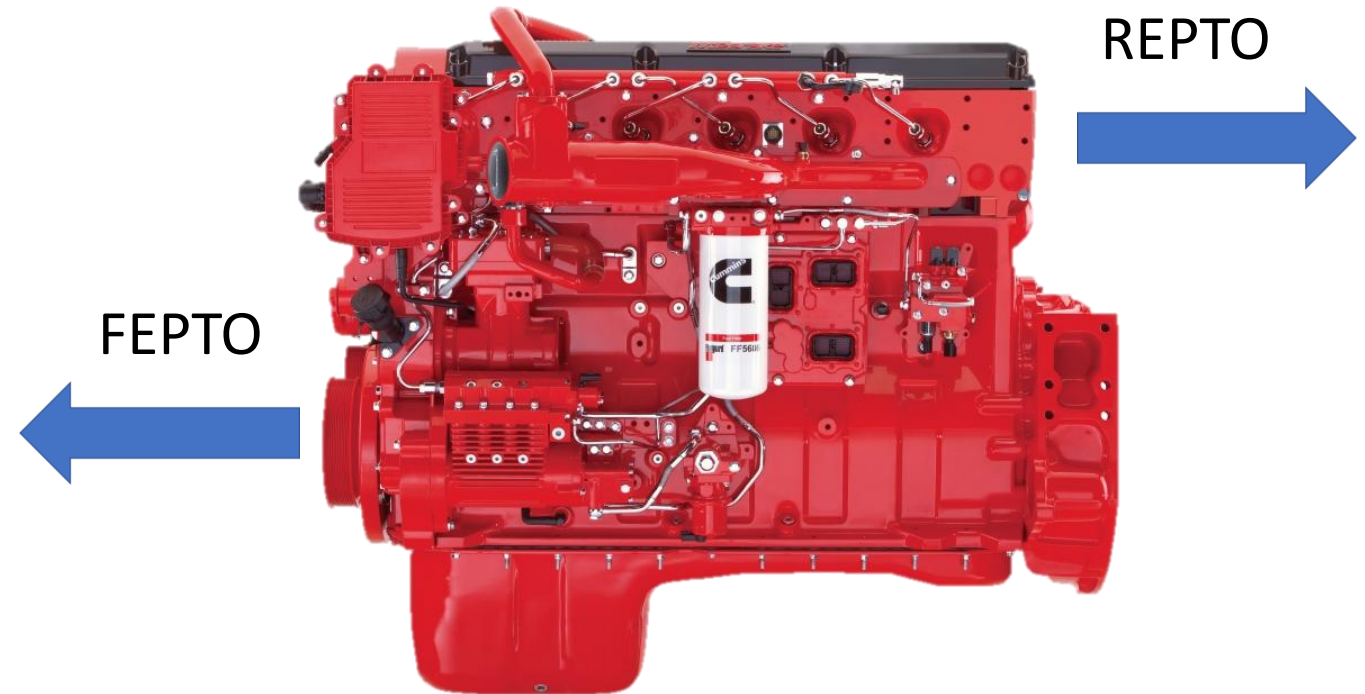
Publication Classification

(51) **Int. Cl.**
E03F 7/10 (2006.01)
B08B 9/08 (2006.01)
B08B 5/04 (2006.01)
B08B 3/02 (2006.01)
F04B 19/04 (2006.01)
F04B 17/05 (2006.01)

(52) **U.S. Cl.**
CPC **E03F 7/10** (2013.01); **F04B 19/04** (2013.01); **F04B 17/05** (2013.01); **B08B 5/04** (2013.01); **B08B 3/02** (2013.01); **B08B 9/08** (2013.01); **B60K 25/02** (2013.01)

(57) **ABSTRACT**

A motion-transmitting unit including a reciprocating engine having at least one piston operable for reciprocating motion during operation of the reciprocating engine, and a crankshaft interconnected with the at least one piston to rotate in response to the reciprocating motion of the at least one piston, the crankshaft having a first end and a second end opposite the first end. The motion-transmitting unit further includes a first drive shaft interconnected with the first end of the crankshaft to rotate in response to rotation of the crankshaft and a second drive shaft interconnected with the second end of the crankshaft to rotate in response to rotation of the crankshaft.



Truck Runs in Neutral with FEPTO running the Blower and the REPTO running the Water System

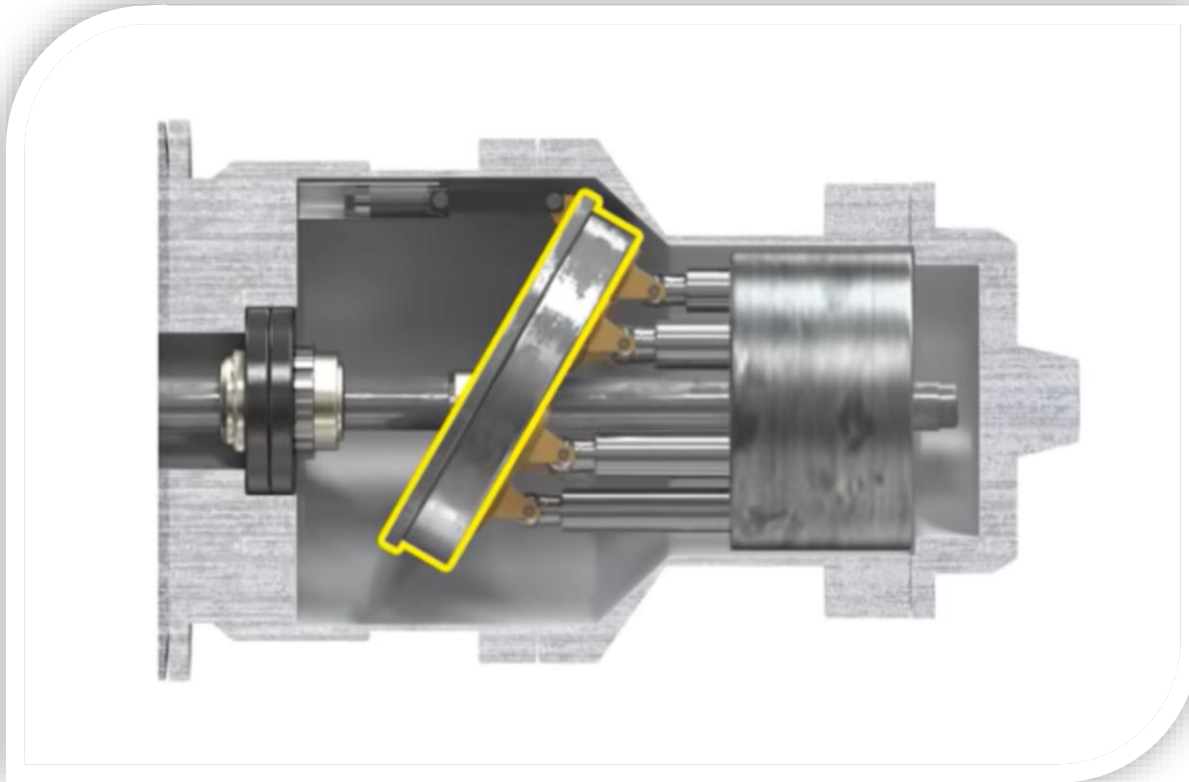
12 volt Architecture
No Chassis Integration!
No CANbus!
No Computers!



As simple as
1,2,3,4....

1. Work Mode On
2. Blower On
3. Water Pump On
4. 2-Position Throttle

(Operator Friendly...Can
be engaged in any
order.....)



We make the truck safe & user friendly by utilizing hydraulic Start and Stop of functions with hydraulic Swash plate to so blower and water pump can be turned on and off at any RPM and in any order.



Water pumps

Single Piston without Jack

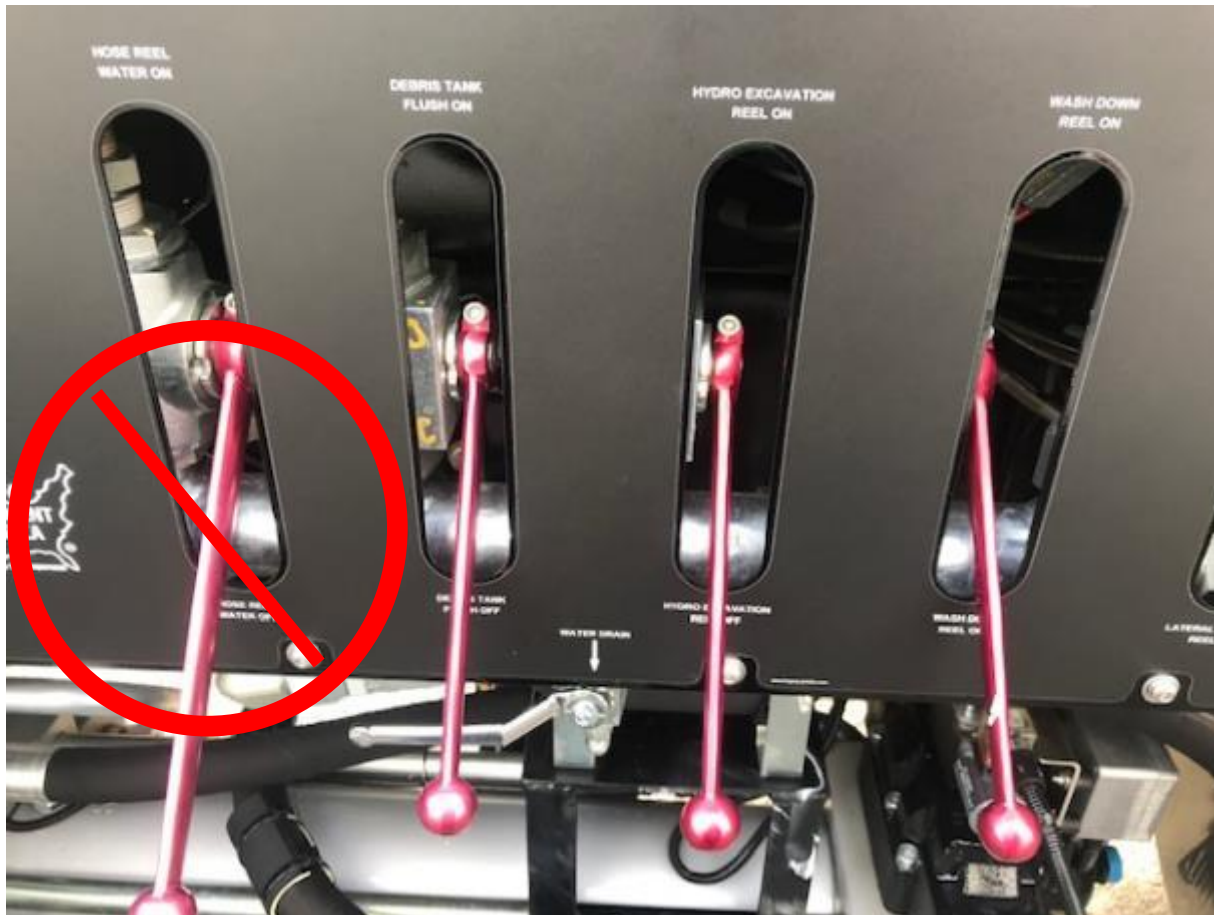
Hammer effect through hydraulic
& water accumulators and
smooth direction shifting...



**Giant Water
Pumps** with 30
Minute Run Dry
Capabilities....



Best Products, Best Local Support



Only 3 Valves on Catch Basin Truck

- ~~1. Hose Reel~~ (Not needed on Catch Basin Truck)
2. Debris Tank Flush Off
3. Hydro Excavation
4. Low Pressure Wash Down



Best Products, Best Local Support

2 Step Operation with Remote Control

(Water Pump, Blower and Throttle Controlled with Remote)

1) Work mode On

2) Remote On



Duraprolene Water Tanks

- Guaranteed ½" Thickness
- Welded Design
- Fully Baffled
- No Denting
- No Corrosion
- No Leaks!!
- 10 Year Warranty
- Wide Track Suspension for low center of gravity.



Best Products, Best Local Support

Double Seal Boom (Doesn't Leak) with Heavy Duty Elbow...



Bulk Head Fittings every 10 to 15 feet to simplify hose replacement.



Best Products, Best Local Support

Central Lubrication Points made with Parker Hydraulic Hose (1 fitting for 1 point).



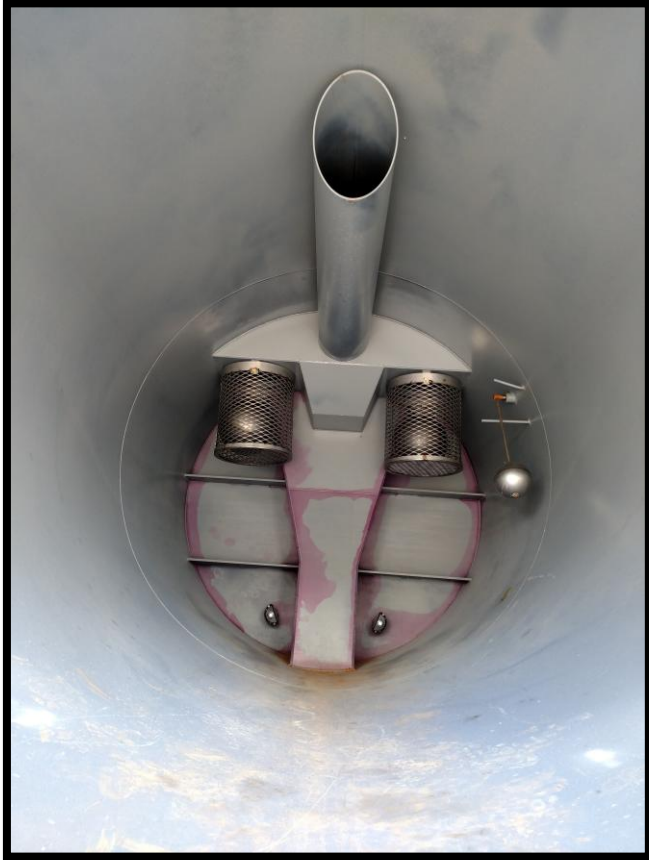
High Velocity Washout (80 GPM) - Fed with 2 – 1 “ hoses with Nozzles that cover circumference of tank. Get 95% of body clean. **Reduces time spent at clean out.**



Best Products, Best Local Support

Best filtration in the Industry –

- Debris Hits Deflector Plate
- Goes thru Twin Cyclones
- Goes thru Twin Filters



Easy to Clean out Debris body -
Few edges for debris to get stuck
on. High Volume jets get body
95% clean



Large Washable Filters
protect Blower – Can
Vacuum dry material

Cyclones are located on center of
body, don't get filled / blocked
when vacuuming on hills....



Wireless remote (1 mile range)



Remote Functions

- Water On/Off
- Blower On/Off
- Hose Pay-in / Pay-out
- Boom Functions
- Throttle Control
- In cab Charging Station with buzzer alarm



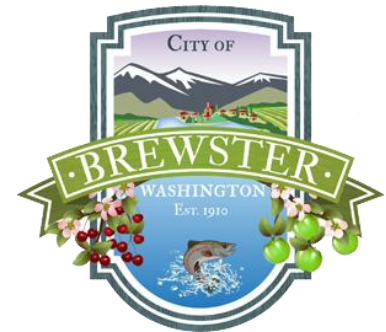
Best Products, Best Local Support

Abundance of
Storage options
Available.....



Best Products, Best Local Support

A few Sewer Equipment 900 Eco Customers....



A few Sewer Equipment 900 Eco Customers....



E&B Industrial
Cleaning



A few more Sewer Equipment Eco 900 Customers....



Colorado Springs Utilities
It's how we're all connected



A few more Sewer Equipment Eco 900 Customers....



AQUATERA®

VILLAGE OF

Antioch

AUTHENTIC by nature



SAK™



Oak Park



A few more Sewer Equipment 900 Eco Customers....



SWS Equipment Service centers are Open for Business!!



- Our SWS shops and parts departments are busy repairing and delivering parts and equipment to customers.
- SWS has new and used trucks in stock.
- Our Mobile service trucks are out working.
- Please let us know how we can help you.

Spokane Location

6515 E Nixon Ave
Spokane, WA 99212
509-533-9000

Tacoma Location

13502 Pacific Ave S
Tacoma, WA 9844
800-892-7831

Oregon Location

11225 SW Clay Street
Sherwood, OR 97140
800-892-7831

Thank You!



[<](#) **Business Lookup****License Information:**[New search](#) [Back to results](#)**Entity name:** SWS EQUIPMENT LLC**Business name:** SOLID WASTE SYSTEMS, INC.**Entity type:** [Limited Liability Company](#)**UBI #:** 601-245-968**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 6515 E NIXON AVE
SPOKANE VALLEY WA 99212-1062**Mailing address:** PO BOX 13040
SPOKANE VALLEY WA 99213-3040

Excise tax and reseller permit status:[Click here](#)**Secretary of State information:**[Click here](#)[<](#) Page 2 of 3 [>](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Minor Work Permit				Active	Apr-30-2027	Apr-28-2022
Motor Vehicle Dealer	03960		View Plates	Active	Apr-30-2027	May-17-1996
Mountlake Terrace General Business - Non-Resident				Active	Apr-30-2027	Mar-11-2020
Olympia General Business - Non-Resident	12539			Active	Apr-30-2027	Jun-19-2001
Port Orchard General Business - Non-Resident				Active	Apr-30-2027	May-04-2010
Port Townsend General Business - Non-Resident	008612			Active	Apr-30-2027	Dec-28-2009
Puyallup General Business - Non-Resident	2009090			Active	Apr-30-2027	Jan-01-1992

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Quincy General Business - Non-Resident	2019-066			Active	Apr-30-2027	Feb-20-2019
Redmond General Business - Non-Resident	RED09-00031			Active	Apr-30-2027	Dec-15-2009
Sedro Woolley General Business - Non-Resident	222007			Active	Apr-30-2027	Feb-07-2007
Shelton General Business - Non-Resident	8002580			Active	Apr-30-2027	Sep-12-2018
Spokane General Business - Non-Resident	T12004607BL			Active	Apr-30-2027	Oct-15-2012
Spokane Valley General Business	00931			Active	Apr-30-2027	Feb-07-2004
Sumner General Business - Non-Resident				Active	Apr-30-2027	Nov-12-2010
Vancouver General Business - Non-Resident				Active	Apr-30-2027	Nov-04-2015

Owners and officers on file with the Department of Revenue



Owners and officers**Title**

DOMBROWIK, ANTHONY

LAWVER, SEAN

Registered Trade Names

Registered trade names**Status****First issued**

SWS EQUIPMENT, INC

Active

Apr-24-2017

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 8/7/2026 9:25:32 AM

[Contact us](#)[How are !\[\]\(899d8b7697d64725bf017d3296cfcf1b_img.jpg\) e doing?](#)

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SWSPARE-01

MNEIGHBORS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2026

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

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

PRODUCER Spokane Office Marsh McLennan Agency LLC 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	CONTACT NAME: James Clegg	
	PHONE (A/C, No, Ext): (509) 789-7438	FAX (A/C, No):
	E-MAIL ADDRESS: James.Clegg@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Phoenix Insurance Company	25623
INSURED SWS Parent LLC / SWS Equipment LLC PO BOX 13040 Spokane, WA 99213-3040	INSURER B : Travelers Property Casualty Co of Amer	25674
	INSURER C : Travelers Casualty Co of Connecticut	36170
	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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		Y-630-1Y092730-PHX-26	7/1/2026	7/1/2027	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							STOP GAP \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		AD-1Y317204-26-14	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CUP-1Y383987-26-14	7/1/2026	7/1/2027	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							PRODUCTS/COMPL \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB-1Y094956-26-14-G	7/1/2026	7/1/2027	☒ PER STATUTE ☐ OTH-ER \$ 1,000,000
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Dealer			AD-1Y317204-26-14	7/1/2026	7/1/2027	Each Accident \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Spokane
915 N Nelson
Spokane, WA 99202

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

Certificate Disclaimer

Due to the evolving changes and updates in state legislation across the country, Marsh McLennan Agency Northwest will no longer be adding additional verbiage to the Description of Operations on a Certificate of Insurance. We will not add Additional Insured, Primary & Non-contributory or Waiver of Subrogation language. The only exception will be project or name(s), project number(s), project locations.

Instead, please see the attached endorsement copies that outline existing policy coverages. Coverage is determined by the policy, its terms and individual endorsements, and as established by the contract between the Named Insured and the Additional Insured.

Thank you,

Marsh McLennan Agency Northwest

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Certificate Verbiage Statutes by State

1. Montana
 - a. MCA 33-2-1403
 - b. [MT State Statute - Certificates of Insurance](#)
2. Washington:
 - a. WAC 284-30-355
 - b. [WA State Statute - Certificate of Insurance](#)
3. Oregon:
 - a. ORS 742.003
 - b. [OR State Statute - Certificates of Insurance](#)
4. Idaho:
 - a. 41-1850
 - b. [ID State Statute - Certificates of Insurance](#)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

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

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

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

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

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR MANUFACTURERS AND WHOLESALEERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. Who Is An Insured – Unnamed Subsidiaries B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies D. Blanket Additional Insured – Broad Form Vendors E. Blanket Additional Insured – Controlling Interest F. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers G. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises | <ul style="list-style-type: none"> H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations I. Blanket Additional Insured – Grantors Of Franchises J. Incidental Medical Malpractice K. Medical Payments – Increased Limit L. Blanket Waiver Of Subrogation M. Contractual Liability – Railroads |
|--|--|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** A limited liability company;
 - b.** An organization other than a partnership, joint venture or limited liability company; or
 - c.** A trust;
- as indicated in its name or the documents that govern its structure.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization, other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

D. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

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

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless 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;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, 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 on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

E. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

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

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- 2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

F. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

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

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

G. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

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

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has

issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

I. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES

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

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical

services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide 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.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. BLANKET WAIVER OF SUBROGATION

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

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

M. CONTRACTUAL LIABILITY – RAILROADS

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**TOTAL GENERAL AGGREGATE LIMIT
DESIGNATED PROJECT(S) – GENERAL
AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Total General Aggregate Limit: \$2,000,000

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The Total General Aggregate Limit stated in the Schedule above is the most we will pay for the sum of all:

1. Medical Expenses under COVERAGE C (SECTION I);
2. Damages under COVERAGE A (SECTION I), except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
3. Damages under COVERAGE B (SECTION I) regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits"; or
 - d. Designated "projects" listed in the SCHEDULE above.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents un-

der COVERAGE C (SECTION I), which can be attributed only to operations at a single designated "project" shown in the Schedule above:

1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. Subject to the Total General Aggregate Limit stated in the Schedule above, the Designated 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 both the Total General Aggregate Limit stated in the Schedule above, and the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "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 both the Total General Aggregate Limit stated in the Schedule above, and the applicable Designated Project General Aggregate Limit.
- C. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to operations at a single designated "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 Total General Aggregate Limit stated in the Schedule above and the General Aggregate Limit, or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.

As respects this Provision C., the limits shown in the Declarations for Each Occurrence, Damage

To Premises Rented To You and Medical Expense continue to apply.

- D. Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under Coverage B; and
 - b. Damages from "occurrences" under COVERAGE A (SECTION I) and for all medical expenses caused by accidents under COVERAGE C (SECTION I) which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.

- E. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the Total General Aggregate Limit stated in the Schedule above, the General Aggregate Limit, or the Designated Project General Aggregate Limit.

- F. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

- G. The provisions of LIMITS OF INSURANCE (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by 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 claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when 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 claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

COMMERCIAL GENERAL LIABILITY

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured 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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

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.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

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

(6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

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

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III - Limits Of Insurance.

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

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

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

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) 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 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.

n. Recall Of Products, Work Or Impaired Property

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

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

- (2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

- (3) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any:
- (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

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 "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III - Limits Of Insurance.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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 "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Tradename;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1), (2) and (3)** of the definition of "personal injury".

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at anytime.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in anyway responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

- (1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.
- (2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

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 "personal injury".

COVERAGE C- MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS

1. 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. Up to \$2,500 for the 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.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. 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.
- f. Prejudgment 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 prejudgment interest based on that period of time after the offer.
- g. 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.

These payments will not reduce the limits of insurance.

2. 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 damages 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 "occurrence" or offense 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".

So 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. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I - Coverages - Coverage A - Bodily Injury And Property Damage Liability** or Paragraph **2.e.** of Section **I - Coverages - Coverage B - Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

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. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are 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 business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide 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.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

COMMERCIAL GENERAL LIABILITY

- d. 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.
 - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- 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;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II - Who Is An Insured.

SECTION III - 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:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- 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.
- 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";

COMMERCIAL GENERAL LIABILITY

- (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 injury or damage 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, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) An executive officer or director of any other organization; or
 - (iv) A trustee of any trust;that is your partner, joint venture member, manager or trustee; or
 - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply-
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- ### Legal Action Against Us
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this Coverage Part 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; but we will not be liable for damages that are not payable under the terms of this Coverage Part 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.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as described in Paragraphs a. and b. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph 5. of Section III - Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph 4. of Section III - Limits of Insurance applies because the Amendment - Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

a. 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. Then, we will share with all that other insurance by the method described in Paragraph c. below, except when Paragraph d. below applies.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph 4. of Section II - Who Is An Insured, except when Paragraph d. below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph 5. of Section II - Who Is An Insured, except when Paragraph d. below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(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.

(4) 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.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. 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.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. 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 Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

a. Means injury caused by one or more of the following offenses:

- (1)** Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
- (2)** Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a)** Appropriates a person's name, voice, photograph or likeness; or
 - (b)** Unreasonably places a person in a false light; or
- (3)** Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

3. "Auto" means:

- a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b.** Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

- a.** Physical harm, including sickness or disease, sustained by a person; or
- b.** Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

- a.** By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

- (1)** Radio or television programming being transmitted;
- (2)** Other entertainment, educational, instructional, music or news programming being transmitted; or
- (3)** Advertising transmitted with any of such programming.

A "Coverage territory" means:

- a.** The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c.** All other parts of the world if the injury or damage arises out of:
 - (1)** Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2)** The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3)** "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.

"Electronic data" means information, facts or programs stored as or on, created or used on, or 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.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

COMMERCIAL GENERAL LIABILITY

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. 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.
13. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. 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", "property damage" or "personal injury" 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.
- Paragraph f. does not include that part of any contract or agreement:
- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.
14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
15. "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 an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" 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, watercraft or "auto".
16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.

- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

21. "Premises damage" means:

- a.** With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I - Coverage A - Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b.** With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I - Coverage A - Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
 - (1)** Fire;
 - (2)** Explosion;
 - (3)** Lightning;
 - (4)** Smoke resulting from fire, explosion or lightning; or
 - (5)** Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

- (1)** Rupture, bursting, or operation of pressure relief devices;
- (2)** Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3)** Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1)** Products that are still in your physical possession; or
 - (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a)** When all of the work called for in your contract has been completed.
 - (b)** When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c)** 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.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b.** Does not include "bodily injury" or "property damage" arising out of:
 - (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3)** Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

- a.** Means a phrase that others use for the purpose of attracting attention in their advertising.
- b.** Does not include a phrase used as, or in, the name of:
 - (1)** Any person or organization, other than you; or
 - (2)** Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
27. "Title" means a name of a literary or artistic work.
28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
30. "Your product":
 - a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
31. "Your work":
 - a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS OVERHEAD LIABILITY

This modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

LIST OF STATES

Washington

LIMITS OF INSURANCE

BODILY INJURY BY ACCIDENT	1,000,000 EACH ACCIDENT
BODILY INJURY BY DISEASE	1,000,000 AGGREGATE
BODILY INJURY BY DISEASE	1,000,000 EACH EMPLOYEE

None of the terms of the Coverage Part to which this endorsement is attached apply to the insurance provided by this endorsement, except for the COMMON POLICY CONDITIONS and Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.

SECTION I - COVERAGE

1. Insuring Agreement

This insurance applies to "bodily injury" by accident or "bodily injury" by disease to your "employees". "Bodily injury" includes resulting death.

- a. The "bodily injury" must arise out of and in the course of the injured "employee's" employment by you.
- b. The employment must be necessary or incidental to your work in the state(s) listed in the Schedule above.
- c. You must maintain for the "employee" full Workers Compensation Insurance coverage in the Workers Compensation State Fund of the state(s) listed in the Schedule above during the term of this insurance or shall be a qualified self insurer approved by the State Workers Compensation Commission and in good standing.
- d. "Bodily injury" by accident must occur during the endorsement period.
- e. "Bodily injury" by disease must be caused or aggravated by the conditions of your em-

ployment. The "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury" by disease must occur during the endorsement period.

- f. If you are sued, the original "suit" and any related legal actions for damages for "bodily injury" by accident or disease must be brought in the United States of America, its territories or possessions, or Canada.

2. We Will Pay

We will pay all sums you legally must pay as damages because of "bodily injury" to your "employees", provided the "bodily injury" is covered by this insurance. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph 5. Supplementary Payments of this COVERAGE Section.

The damages we will pay, where recovery is permitted by law, include damages:

- a. for which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";
- b. for care and loss of services; and
- c. for consequential "bodily injury" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury" that arises out of and in the course of the injured "employee's" employment by you; and

- d. because of "bodily injury" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as an employer.

3. We Will Defend

We have the right and duty to defend you, at our expense, against any claim, proceeding or "suit" seeking damages payable by this insurance. We have the right to investigate any "bodily injury" and settle these claims, proceedings and "suits".

The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (Section III).

We have no duty to defend you against a claim, proceeding or "suit" that is not covered by this insurance. We have no duty to defend or continue defending you after we have paid our applicable limit of liability under this insurance.

4. Exclusions

This insurance does not apply to:

- a. Liability assumed under a contract or agreement. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
- b. Punitive or exemplary damages because of "bodily injury" to an "employee" employed in violation of law;
- c. "Bodily injury" to an "employee" while employed in violation of law with your actual knowledge or the actual knowledge of any of your partners (if you are a partnership), your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company), your members or managers (if you are a joint venture or limited liability company) or your trustees (if you are a trust);
- d. Any obligation imposed by a Workers Compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
- e. "Bodily injury" intentionally caused or aggravated by you;
- f. Any damages for "bodily injury" with respect to which the insured is deprived of any defense or defenses;
- g. "Bodily injury" occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to "bodily injury" to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
- h. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or any personnel practices, policies, acts or omissions;
- i. "Bodily injury" to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
- j. "Bodily injury" to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an "employee" due to "bodily injury" arising out of or in the course of employment, or any amendments to those laws;
- k. "Bodily injury" to a master or member of the crew of any vessel;
- l. Fines or penalties imposed for violation of federal or state law;
- m. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

5. Supplementary Payments

We will pay with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. Reasonable expenses incurred at our request, but not loss of earnings;
- b. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
- c. Litigation costs taxed against you;
- d. Interest on a judgment as required by law until we offer the amount due under this insurance; and
- e. Expenses we incur.

These payments will not reduce the Limits of Insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations of the Coverage Part to which this endorsement is attached 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 or 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. 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 there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization, or the end of the endorsement period, whichever is earlier;

- b. Coverage does not apply to "bodily injury" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations of the Coverage Part to which this endorsement is attached.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Schedule above and the following rules fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Bodily Injury by Accident - Each Accident limit is the most we will pay for all damages because of "bodily injury" to one or more "employees" in any one accident. A disease is not "bodily injury" by accident unless it results directly from "bodily injury" by accident.
3. The Bodily Injury by Disease - Aggregate limit is the most we will pay for all damages because of "bodily injury" by disease, regardless of the number of "employees" who sustain "bodily injury" by disease;
4. The Bodily Injury by Disease - Each Employee limit is the most we will pay for all damages because of "bodily injury" by disease to any one "employee", subject to 3. above.

Under parts 3. and 4. above, "bodily injury" by disease does not include disease that results directly from "bodily injury" by accident.

The limits of this insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the endorsement period, unless the endorsement period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - DEFINITIONS

1. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

COMMERCIAL GENERAL LIABILITY

2. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
3. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
4. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
5. "Suit" means a civil proceeding in which damages because of "bodily injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
6. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
7. "Workers Compensation Laws" means the workers or workmen's compensation law and occupational disease law of each state or territory. It includes any amendments to that law which are in effect during the endorsement period. It does not include the provisions of any law that provides non-occupational disability benefits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED FOR COVERED AUTOS COVERAGES – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **D.2., Who Is An Insured**, of **SECTION I – COVERED AUTOS COVERAGES**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for auto liability coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **5., Other Insurance**, in **B., General Conditions**, of **SECTION IV – CONDITIONS**, but only for Covered Autos Liability Coverage:

Regardless of the provisions of paragraphs **a.** and **f.** of this part **5. Other Insurance**, this insurance is primary to and non- contributory with applicable other insurance under which an additional insured person or organization is the first named insured when a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

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

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

POLICY NUMBER: UB-1Y094956-26-14-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, INPART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage A of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage A of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage A of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any

provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.
4. For the purposes of Paragraph 1. above:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
 - (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability

Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

- (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or
- (3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

- b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.
5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive

date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.
2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:
 - a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;
 - b. The "bodily injury" or "property damage" occurs during the policy period; and
 - c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.
4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.
5. "Bodily injury" or "property damage":
 - a. Which occurs during the policy period; and
 - b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY** of **SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.
7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
8. Coverage B of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. **COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES**

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage C applies.
2. Coverage C of this insurance applies to "crisis management service expenses" that:
 - a. Arise out of a "crisis management event" that first commences during the policy period;
 - b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and
 - c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.
3. A "crisis management event" will be deemed to:
 - a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and
 - b. End when we decide that the crisis no longer exists or when the Crisis

Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.
5. A "self-insured retention" does not apply to "crisis management service expenses".
6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. **DEFENSE AND SUPPLEMENTARY PAYMENTS**

1. We will have the right and duty to defend the insured:
 - a. Under Coverage A, against a "suit" seeking damages to which such coverage applies, if:
 - (1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or
 - (2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

- b. Under Coverage B, against a "suit" seeking damages to which such coverage applies.
2. We have no duty to defend any insured against any "suit":
 - a. Seeking damages to which this insurance does not apply; or
 - b. If any other insurer has a duty to defend.

3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. The cost of:
 - (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
 - (2) Appeal bonds and bonds to release attachments;

but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
 - d. 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.
 - e. Prejudgment 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 prejudgment interest based on that period of time after the offer.
 - f. All interest that accrues on the full amount of any judgment 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. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage A, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
 - a. The limits of insurance afforded to such person or organization will be:
 - (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
 - (2) The limits of insurance of this policy; whichever is less; and
 - b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage B:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
 - a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

- b. A partnership or joint venture, 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, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also 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, your trustees are also insureds, but only with respect to their duties as trustees.
3. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are 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 business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide 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.
- (2) "Property damage" to property:
 - (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 - you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. 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 insurance.
4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you

maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - 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; and
 - b. Coverage for such organization does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred; or
 - (2) "Personal injury" or "advertising injury" arising out of an offense committed; before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph B. of **SECTION II – WHO IS AN INSURED.**

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage C, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.
2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after

the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:
 - 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; and
 - b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph D.1. of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
 2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
 3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.
- C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:
1. Damages; and
 2. Defense expenses if such expenses are within the limits of insurance of this policy; because of "bodily injury" or "property damage" included in the "products-completed operations hazard".
- D. Subject to Paragraph B. or C. above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:
1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage A arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
 2. Damages under Coverage B because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

- E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.
- F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

- A. With respect to Coverage A and Coverage B:

1. Asbestos

- a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.
- b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph a. above.
- c. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
 - (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is

committed before, during or after the time of that person's employment; or

- b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs a.(1), (2) or (3) above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

- a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;
- b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or
- c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

- a. The actual, alleged or threatened exposure of any person or property to; or
- b. The "hazardous properties" of; any "nuclear material".

As used in this exclusion:

- a. "Hazardous properties" includes radioactive, toxic or explosive properties;
- b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and
- c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

- a. Uninsured motorists;
- b. Underinsured motorists;

- c. Auto no-fault or other first-party personal injury protection (PIP);
- d. Supplementary uninsured/underinsured motorists (New York); or
- e. Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in 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.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage B:

1. Expected Or Intended Bodily Injury Or Property Damage

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

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured 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 insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

- a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers 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 "bodily injury" described in Paragraph a. above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

- a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
- b. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

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

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

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

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

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

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

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

This exclusion does not apply to a watercraft:

- a. While ashore on premises owned by or rented to any insured; or
- b. That is 50-feet long or less and that:
 - (1) You own; or

- (2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

- a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;
- e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;
- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;
- g. "Your product" arising out of "your product" or any part of it; or
- h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"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 fulfill the terms of a contract or agreement.

This exclusion does not apply to 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.

12. Recall Of Products, Work Or Impaired Property

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

- a. "Your product";
- b. "Your work"; or
- c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

18. Material Published Or Used Prior To Policy Period

- a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- a. Copyright;
- b. Patent;
- c. Trade dress;
- d. Trade name;
- e. Trademark;
- f. Trade secret; or
- g. Other intellectual property rights or laws.

This exclusion does not apply to:

- a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

- b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

- a. Advertising, "broadcasting" or publishing;
- b. Designing or determining content of web-sites for others; or
- c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1), (2) and (3)** of the definition of "personal injury".

For the purposes of this exclusion:

- a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage C:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis

management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.
2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph 5. of Paragraph D., **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
 - a. How, when and where the "event" or "occurrence" took place;
 - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
 - c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.
3. With respect to Coverage A, the insured must:
 - a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
 - b. Comply with the terms of the "underlying insurance"; and
 - c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under

this policy or any policy of "underlying insurance".

4. With respect to Coverage **B**, the insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - b. Authorize us to obtain necessary records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
 - d. 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 Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
 - a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
 - b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
 - a. How, when and where that "crisis management event" took place;
 - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;

- c. The nature and location of any injury or damage arising out of that "crisis management event"; and
- d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
 - a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
 - b. You have paid all premiums due for this policy at the time you make such request;
 - c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and

- d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
- 3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
- 4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

- 1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
- 2. Any inspections, surveys, reports or recommendations 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. We do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

- 1. No person or organization has a right under this insurance:
 - a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this insurance unless all of its terms have been fully complied with.
- 2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
 - a. Are not payable under the terms of this insurance; or
 - b. 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.

L. MAINTENANCE OF UNDERLYING INSURANCE

- 1. The insurance afforded by each policy of "underlying insurance" will be maintained for

the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

- 2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
 - a. Coverage;
 - b. Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
- 3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. 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.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to

provide insurance in such country or jurisdiction; or

- b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy 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 claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. 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 and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
 - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
 - b. Next, to us; and
 - c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. 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.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
 - a. A court decision; or
 - b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and

- b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or

- b. The "underlying insurer" becomes bankrupt or insolvent.

2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.

3. "Electronic data" means information, facts or programs stored as or on, created or used on, or 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.

4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.

6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.

7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:

- a. Another insurance company;
- b. Us or any of our affiliated insurance companies;
- c. Any risk retention group;

- d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or
- e. Any similar risk transfer or risk management method.

"Other insurance" does not include:

- a. Any "underlying insurance"; or
 - b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.
8. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all the work called for in your contract has been completed;
 - (b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - (c) 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.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification listed in a policy of

Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

- a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

- a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.
- b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.
- c. Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

- B.** With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

- a. Means injury, other than "personal injury", caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
- a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any such programming.
6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:
- a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;
 - b. Information bearing on a person's credit worthiness, credit standing or credit capacity;
 - c. Social security number;
 - d. Driver's license number; or
 - e. Birth date.
7. "Consumer financial protection law" means:
- a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);
 - b. California's Song-Beverly Credit Card Act and any of its amendments; or
 - c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b.** 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.

- 11.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

- 12.** "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 an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" 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, watercraft or "auto".

- 13.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.
- b.** Vehicles maintained for use solely on or next to premises you own or rent.
- c.** Vehicles that travel on crawler treads.
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers.
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical

exploration, lighting and well servicing equipment; or

- (2)** Cherry pickers and similar devices used to raise or lower workers.

- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1)** Equipment designed primarily for:

- (a)** Snow removal;
- (b)** Road maintenance, but not construction or resurfacing; or
- (c)** Street cleaning;

- (2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

- 14.** "Occurrence" means:

- a.** With respect to "bodily injury" or "property damage":

- (1)** An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

- (2)** An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

- b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and
 - c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".
- 15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 16. "Personal injury":
 - a. Means injury, other than "advertising injury", caused by one or more of the following offenses:
 - (1) False arrest, detention or imprisonment;
 - (2) Malicious prosecution;
 - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
 - (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
- 17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 18. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.
- 19. "Self-insured retention" is the greater of:
 - a. The amount shown in the Declarations which the insured must first pay under Coverage B for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or
 - b. The applicable limit of insurance of any "other insurance" that applies.
- 20. "Slogan":
 - a. Means a phrase that others use for the purpose of attracting attention in their advertising.
 - b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
22. "Title" means the name of a literary or artistic work.
23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.
25. "Your product":
 - a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
26. "Your work":
 - a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage C:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".
2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:
 - a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and
 - b. Significant adverse regional or national media coverage.
3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:
 - a. For the reasonable and necessary:
 - (1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and
 - (2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and
 - b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:
 - (1) Medical expenses;
 - (2) Funeral expenses;
 - (3) Psychological counseling;
 - (4) Travel expenses;
 - (5) Temporary living expenses;
 - (6) Expenses to secure the scene of a "crisis management event"; or
 - (7) Any other expenses pre-approved by us.

UMBRELLA

4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.
5. "Executive officer" means your:
 - a. Chief Executive Officer;
 - b. Chief Operating Officer;
 - c. Chief Financial Officer;
 - d. President;
 - e. General Counsel;
 - f. General partner (if you are a partnership); or
 - g. Sole proprietor (if you are a sole proprietorship);or any person acting in the same capacity as any individual listed above.

EVANSTON INSURANCE COMPANY

**ADVANTAGE CONTRACTOR'S POLLUTION LIABILITY PLUS
COVERAGE FORM**

TABLE OF CONTENTS

<u>SECTION I – COVERAGES</u>	2
<u>A. Insuring Agreements</u>	2
<u>B. Claims and Defense</u>	5
<u>C. Supplementary Payments</u>	5
<u>D. Coverage Extensions</u>	7
<u>SECTION II – EXCLUSIONS</u>	8
<u>SECTION III – WHO IS AN INSURED</u>	13
<u>SECTION IV – LIMITS OF INSURANCE AND SELF-INSURED RETENTION</u>	14
<u>A. Limits of Insurance</u>	14
<u>B. Self-Insured Retention</u>	15
<u>C. Pre-Suit Mediation</u>	16
<u>D. Multiple Insureds, Claims, and Claimants</u>	17
<u>SECTION V – EXTENDED REPORTING PERIODS</u>	16
<u>SECTION VI – CONDITIONS</u>	17
<u>SECTION VII – DEFINITIONS</u>	21

EVANSTON INSURANCE COMPANY

ADVANTAGE CONTRACTOR'S POLLUTION LIABILITY PLUS COVERAGE FORM

THE PROFESSIONAL LIABILITY INSURING AGREEMENT PROVIDES CLAIMS MADE AND REPORTED COVERAGE AND REQUIRES THAT A CLAIM BE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO US IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD WE PROVIDE UNDER SECTION V – EXTENDED REPORTING PERIODS.

AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS WILL BE APPLIED AGAINST THE APPLICABLE SELF-INSURED RETENTION. ANY AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS FOR CLAIMS FOR PROFESSIONAL LOSS WILL REDUCE THE DEFENSE EXPENSES AGGREGATE LIMIT SHOWN IN THE DECLARATIONS AND, UPON EXHAUSTION OF THAT LIMIT, AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS FOR CLAIMS FOR PROFESSIONAL LOSS WILL REDUCE THE APPLICABLE LIMITS OF INSURANCE SHOWN IN THE DECLARATIONS.

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.

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

1. The following Insuring Agreements apply only if that Insuring Agreement is shown as selected in the Declarations and 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

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 for "pollution loss" as a result of a "claim" for "bodily injury", "property damage", or "cleanup costs" caused by a "pollution condition" to which this insurance applies, provided:

(1) The "pollution condition" arises out of "your work"; and

(2) The:

(a) "Bodily injury";

(b) "Property damage"; or

(c) Physical damage to land, conveyances, structures on land or water, the atmosphere, any watercourse, or body of water, including surface water or groundwater, giving rise to "cleanup costs" or "emergency response costs";

occurs during the Policy Period.

With respect to "bodily injury", "property damage", or "cleanup costs" caused by legionella pneumophila, there must be a direct relation to a documented case of a legionella pneumophila 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 for "pollution loss" as a result of a "claim" for "bodily injury", "property damage", or "cleanup costs" caused by 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:

(a) "Bodily injury";

(b) "Property damage"; or

(c) Physical damage to land, conveyances, structures on land or water, the atmosphere, any watercourse, or body of water, including surface water or groundwater, giving rise to "cleanup costs" or "emergency response costs";

occurs during the Policy Period.

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 for "pollution loss" as a result of a "claim" for "bodily injury", "property damage", or "cleanup costs" caused by a "pollution condition" at, on or under, or migrating from a covered "non-owned disposal site"; provided the "pollution condition":

(1) Arises from waste or material generated by "your work", results from transportation, or originates from a "covered location"; and

(2) The:

(a) "Bodily injury";

(b) "Property damage"; or

(c) Physical damage to land, conveyances, structures on land or water, the atmosphere, any watercourse, or body of water, including surface water or groundwater, giving rise to "cleanup costs" or "emergency response costs";

occurs during the Policy Period.

d. Sudden and Accidental Discharge, Release, or Escape of Pollutants Liability

We will pay on behalf of the insured "pollution loss" in excess of the Pollution Liability Self-Insured Retention shown in the Declarations:

(1) For "cleanup costs" as a result of a sudden and accidental "pollution condition" originating at, on or under, or migrating from a "covered location"; or

(2) That the insured becomes legally obligated to pay as a result of a "claim" for "bodily injury", "property damage", or "cleanup costs";

provided the sudden and accidental "pollution condition":

(a) First commences during the Policy Period;

(b) Is the result of an unforeseen, unplanned, or unexpected event or circumstance;

(c) Is first discovered by any insured no later than 15 days after it commences, unless a different period is shown in the Schedule of Covered Locations;

(d) Is reported to us in writing no later than 30 days following its discovery by any insured, unless a different period is shown in the Schedule Of Covered Locations; and

(e) The "claim" is first made during the Policy Period.

e. Crisis Management Costs

We will indemnify you for "crisis management costs" you incur as a direct result of a "crisis management event", provided that the "crisis management event":

- (1) Arises directly from a "pollution condition" that has resulted or is reasonably likely to result in a "pollution loss" covered under this policy;
- (2) Commences during the Policy Period;
- (3) First becomes known to a "responsible insured" during the Policy Period; and
- (4) 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, but we will stop paying such "crisis management costs" as soon as the "crisis management event" has resolved. "Crisis management costs" are not subject to the Self-Insured Retention.

f. Emergency Response Costs

We will indemnify you for "emergency response costs" you incur in excess of the Pollution Liability Self-Insured Retention shown in the Declarations; provided that the "pollution condition":

- (1) Has resulted or is reasonably likely to result in a "pollution loss" covered under this policy;
- (2) Commences during the Policy Period;
- (3) First becomes known to a "responsible insured" during the Policy Period; and
- (4) Is reported to us in writing as soon as practicable, but in any event during the Policy Period or within 30 days after the expiration of the Policy Period.

We will pay those "emergency response costs" you incur, but we will stop paying such "emergency response costs" once the "pollution condition" no longer constitutes an emergency situation under applicable law.

2. The following Insuring Agreements apply only if shown as selected in the Declarations and 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 for "professional loss", provided:
 - (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.
- (2) Such "claim", whenever made, will be deemed to be first made on the date on which the earliest "claim" arising out of a "wrongful act" is made or, with regard to notice given to and accepted by us, on the date within the Policy Period on which such notice of potential "claim" is first received by us. All "claims" for "professional loss" arising out of the same, related, or continuous "wrongful act" will be considered a single "claim" and will be deemed to have been first made and reported at the time the first of those "claims" is made against any insured.

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 taken to rectify or mitigate a "wrongful act" that would otherwise lead to a "claim" covered under this policy, provided that:

- (1) The "wrongful act" giving rise to the "rectification expense" takes place on or after the Professional Liability Rectification Expense Retroactive Date, if any, shown in the Declarations;
- (2) The insured must provide notice of the "wrongful act" and any proposed corrective action to us in writing as soon as practicable and within 60 days of the end of the Policy Period and

(3) All "rectification expenses" must be approved by us prior to being incurred by the insured.

The extended reporting period of 60 days does not apply to "rectification expense" that is covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "rectification expense".

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. With respect only to Insuring Agreements **A.1.a.** Contractors Pollution Liability , **A.1.b.** Transportation Pollution Liability, and **A.1.c.** Non-Owned Disposal Site Liability, 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" or "property damage" that occur or "cleanup costs" that are incurred during the Policy Period and that were not known by any "responsible insured" to have occurred or have been incurred prior to the Policy Period will include any continuation, change, or resumption of the "bodily injury", "property damage", or "cleanup costs" after the end of the Policy Period.

2. We:
 - a. Will have the right to investigate any "claim"; and
 - b. Will have the right and duty to defend the insured against any "suit" seeking damages to which this insurance applies; and
 - c. May, at our discretion, investigate any "pollution condition" or "wrongful act" and settle any "claim" that may result;

for "loss" to which this insurance applies.

However:

- (1) We have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply;
- (2) The amount we will pay for "loss" is limited as described in Section **IV** – Limits Of Insurance And Self-Insured Retention; and
- (3) 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

- a. We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend or settle:
 - (1) All expenses we incur.
 - (2) 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.
 - (3) 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.
 - (4) 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.

(5) 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.

b. Loss of Earnings and Expense Reimbursement Supplementary Payments made with respect to any "claim":

(1) Under Insuring Agreement **A.1.** for "pollution loss" will not reduce the Limits of Insurance shown in the Declarations; and

(2) Under Insuring Agreement **A.2.** for "professional loss" will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Upon exhaustion of that limit, amounts paid under this Section will reduce the applicable Limits of Insurance shown in the Declarations.

However, Loss of Earnings and Expense Reimbursement Supplementary Payments made with respect to any "claim" asserted under both Insuring Agreement **A.1.** for "pollution loss" and Insuring Agreement **A.2.** for "professional loss" will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Upon exhaustion of that limit, amounts paid under this Loss of Earnings and Expense Reimbursement Supplementary Payment will reduce the applicable Limits of Insurance shown in the Declarations.

2. Suit Against Indemnitee

a. 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:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) 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";

(4) 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;

(5) 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

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement, or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) 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. Notwithstanding the provision of Paragraph **2.a.(1)** above, such payments will not be deemed to be damages and will not reduce the Limits of Insurance.

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.

b. Suit Against Indemnity Supplementary Payments made with respect to any "claim":

(1) Under Insuring Agreement **A.1.** for "pollution loss" will not reduce the Limits of Insurance shown in the Declarations; and

(2) Under Insuring Agreement **A.2.** for "professional loss" will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Upon exhaustion of that limit, amounts paid under this Suit Against Indemnity Supplementary Payment will reduce the applicable Limits of Insurance shown in the Declarations.

However, Suit Against Indemnity Supplementary Payments made with respect to any "claim" asserted under both Insuring Agreement **A.1.** for "pollution loss" and Insuring Agreement **A.2.** for "professional loss", will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Upon exhaustion of that limit, amounts paid under this Suit Against Indemnity Supplementary Payment will reduce the applicable Limits of Insurance shown in the Declarations.

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 selected 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 pay all reasonable and necessary attorneys' fees and legal expenses incurred in response to a "disciplinary proceeding" first initiated against the Named Insured during the Policy Period or the Extended Reporting Period, if applicable, provided:

(1) The "wrongful act" giving rise to the "disciplinary proceeding" took place during the Policy Period and on or after the Professional Liability Retroactive Date, if any, shown in the Declarations; and

(2) Prior to the effective date of continuous coverage for this Coverage Extension, no "responsible insured" had any knowledge of such "wrongful act".

b. The most we will pay for attorneys' fees or legal expenses under this Coverage Extension as the result of any one "disciplinary proceeding" is the Each Disciplinary Proceeding Limit shown in the Declarations.

The most we will pay for the sum of attorneys' fees and legal expenses under this Coverage Extension as the result of all "disciplinary proceedings" is the Aggregate Disciplinary Proceeding Limit shown in the Declarations.

The remaining attorneys' 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 payment will be made for the Named Insured's payment of any taxes; criminal fines, penalties, or sanctions; or registration or licensing fees.

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 a 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, record request, or notice of deposition 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 for reasonable and necessary attorneys' fees and legal expenses incurred in connection with our engagement of legal counsel we select to assist the insured in responding to such subpoena, records request, or notice of deposition.

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 must 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 if we have incurred pre-claim expenses that exhaust the Pre-Claim Investigation Expenses Limit shown in the Declarations, any further expenses incurred by us will be considered Loss of Earnings and Expense Reimbursement Supplementary Payments.

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 is first received by us.

No coverage for pre-claim investigation expenses is provided by this policy except as provided by this Paragraph **D.3. Pre-Claim Investigation Expenses**.

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 that result from the assumption of liability in a contract or agreement.

However, this exclusion does not apply to liability for damages:

- 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 **A.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. Criminal Fines or Criminal Penalties

Any criminal fines or criminal penalties.

3. Damage to Property

"Property damage" to any real property owned, leased, or operated by you.

However, this exclusion does not apply:

- a. If the real property is operated or occupied by you for the purpose of performing "your work";
- b. To "cleanup costs" covered under Insuring Agreement **A.1.d. Sudden and Accidental Discharge, Release, or Escape of Pollutants Liability**;
- c. To "emergency response costs" covered under Insuring Agreement **A.1.f. Emergency Response Costs**; or

- d. To "rectification expenses" covered under Insuring Agreement **A.2.b. Professional Liability Rectification Expense**.

4. 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, "domestic partner", 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".

5. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of any "responsible insured".

6. 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.

However, 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" covered under Insuring Agreement **A.2.b. Professional Liability Rectification Expense**.

7. Insured Versus Insured

Any "claim" made by or on behalf of an insured against any other insured.

However, this exclusion does not apply to "claims" against you made by any additional insured seeking coverage or indemnification pursuant to a written contract or agreement.

8. Intentional Acts

"Loss" arising out of intentional, willful, or deliberate:

- a. Injury to persons or property;
- b. Failure to comply with any 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 an insured; or
- c. 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;
- (2) "Claim" expenses incurred until an allegation is determined through final and non-appealable adjudication; or
- (3) Any failure to comply based upon an insured's reasonable efforts to mitigate a "pollution condition" that necessitated immediate action.

9. Known Pollutant, Pollution Condition, or Wrongful Act

"Loss" caused by, arising out of, or in any way involving:

- a. A "pollutant" or "pollution condition" at a "covered location", or resulting from "your work", that was known to a "responsible insured" prior to the Policy Period, including any subsequent changes to, or continuation or resumption of, any such "pollutant" or "pollution condition"; or
- b. A "wrongful act" that took place prior to the Professional Liability Retroactive Date, if any, shown in the Declarations if a "responsible insured" knew or should have known that such rendering of or failure to render "professional services" could give rise to a "claim" under this policy.

However, this exclusion does not apply if:

- (1) The "pollutant" or "pollution condition" known to a "responsible insured" prior to the Policy Period did not result in costs, charges, or expenses incurred by the insured with respect to the investigation, removal, disposal, abatement, containment, treatment, or neutralization of contaminated soil, surface water, groundwater, air, or other media;
- (2) The known "pollutant" or "pollution condition" was disclosed to us prior to the Policy Period and shown in the Schedule of Known Pollutants or Pollution Conditions;
- (3) The known "pollutant" or "pollution condition" was not subject to cleanup or remediation required by "environmental law"; or
- (4) A No Further Action determination or equivalent decision was documented in writing in accordance with "environmental law" with respect to the "pollutant" or "pollution condition".

10. Nuclear Energy Liability

Any "claim" based upon or arising out of any nuclear or radioactive materials or by-products:

- a. Where any insured under this policy has been indemnified by the United States Department of Energy or any other government authority; or
- b. For which the Price-Anderson Act provides protection for the insured.

11. Professional Services

"Loss" arising out of any "claim" against any insured for a "wrongful act" that 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 "claim":

- a. 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;
- b. Alleging liability for construction means, methods, techniques, sequences, or procedures utilized as part of "your work"; or
- c. Covered under Insuring Agreements **A.2.a.** Professional Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as selected in the Declarations.

12. Property Damage to Cargo

"Property damage" to "transported cargo".

13. 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.

14. 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".

However, this exclusion does not apply to:

- a. "Loading or unloading" within the boundaries of a "covered location" or a location where "your work" is performed;
- 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 that may require further service, maintenance, correction, repair, or replacement because of any error, defect, or deficiency, but which are otherwise completed, will be deemed completed; or
- c. Any "claim" covered under Insuring Agreement **A.1.b. Transportation Pollution Liability**.

15. 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.

16. Workers' Compensation and Similar Laws

Any obligation of any insured under a workers' compensation, disability benefits, unemployment compensation law, or any similar law.

17. Your Product

"Loss" arising out of "your product" 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.

However, this exclusion does not apply to any "loss" arising out of:

- a. A "pollution condition" resulting from the fabrication or installation of "your product" as part of "your work"; or
- b. Any waste generated by "your work" that is relinquished to others to recycle or for beneficial reuse.

- B.** With respect only to Insuring Agreement **A.1.d. Sudden and Accidental Discharge, Release, or Escape of Pollutants Liability, Supplementary Coverages, and Coverage Extensions**, this insurance does not apply to:

1. Asbestos and Lead

"Loss" in any way involving asbestos, asbestos containing materials, lead, or lead-containing materials, including, but not limited to, lead-based paint in, on, at, within, or applied to any building, utility, structure, or building material.

However, this exclusion does not apply to:

- a. "Claims" for "bodily injury" or "property damage";
- b. "Cleanup costs" for the remediation of any soil, groundwater body, surface water body, or sediment; or
- c. "Cleanup costs" solely incurred for the remediation of asbestos, asbestos containing materials, or lead-based paint that has been inadvertently displaced by an accident that:
 - (1) Does not result from demolition, renovation, or abatement;
 - (2) Is demonstrable by the insured as commencing during the Policy Period; and
 - (3) Is reported to us within 45 days of its commencement.

However, there will be no coverage for any costs incurred to:

- (a) Remove, abate, repair, dispose of, or otherwise address any asbestos, asbestos containing materials, or lead-based paint that has not been displaced by such accident; or

(b) Remove or dispose of any building, construction, or demolition debris.

2. Capital Expenditures

Any capital expenditure at a "covered location".

3. Material Change in Use

"Loss" in any way involving a change in the use or operations at a "covered location" that materially increases the likelihood or severity of a "pollution condition" or "claim" as compared with use or operations as disclosed to us on the application and all supporting documentation.

4. Underground Storage Tanks

"Loss" in any way involving any "underground storage tank" or associated underground piping at a "covered location", whether operational, closed, or removed.

5. Wells

"Loss" in any way involving the discharge, escape, migration, release, or seepage of oil, gas, drilling fluid, or any other fluid, from any oil, gas, mineral, or geothermal well.

C. With respect to Insuring Agreement **A.2.**, Supplementary Coverages, and Coverage Extensions, this insurance does not apply to:

1. 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.

2. 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.

3. Express Warranties

"Claims" arising out of any express warranties or guarantees.

However, this exclusion does not apply to a warranty or guarantee by you that your operations or "professional services" are in conformity with the generally accepted standard of care that would be applicable in the absence of such express warranty or guarantee.

4. 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.

5. Insurance or Bonds

"Claims" arising out of the:

- a. Advising of, requiring of, or failure to advise of or require, or
- b. Failure to obtain or maintain;
any form of insurance or surety bond.

6. Intellectual Property Hazard

"Claims" in any way involving any "intellectual property hazard", or any non-disclosure, non-compete, or non-solicitation agreement.

7. Knowingly Wrongful Acts

"Claims" arising out of any dishonest, fraudulent, criminal, malicious, intentional, illegal, or knowingly "wrongful act" committed by or on behalf of any "responsible insured".

However, this exclusion does not apply to any "responsible insured" that did not commit, participate in, or have knowledge of any of the acts described above.

8. Not Licensed as Required by Law

"Claims" arising out of any acts or services performed by any insured not licensed or certified to perform such acts or services, but only if such licensing or certification is required by applicable law.

9. Patents or Trade Secrets

"Claims" arising out of any:

- a. Infringement of or inducement to infringe on any patent or trade secret;
- b. Misappropriation of trade secrets, or confidential or proprietary information relating to the Named Insured's business operations;
- c. Unfair competition based upon infringement of copyright, patent, trademark, service mark, trade name, or trade secret;
- d. Value of trade secrets, confidential processing methods, or other confidential or proprietary information; or
- e. Dispute related to ownership of any intellectual property.

10. Prior Claim

"Claims" first made against any insured prior to the Policy Period.

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", but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, your members, your partners, and their spouses or "domestic partners", but only with respect to the conduct of your business.
 - c. A limited liability company, your members, but only with respect to the conduct of your business; and your managers, but only with respect to their duties as managers.
 - d. A corporation or an organization other than a partnership, joint venture, or limited liability company, your "executive officers", but only with respect to their duties as officers or directors; and your stockholders, but only with respect to their liability as stockholders.
- 2. Any entity over which the first Named Insured has direct ownership interest of 50% or more, or has sole management or financial control over, as of the inception date of the Policy Period, but only with respect to the conduct of your business.
- 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 entity newly formed or acquired by the Named Insured during the Policy Period in which the Named Insured has more than a 50% legal interest and over which the Named Insured exercises management or financial control 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 formed or acquired the organization.

However:

- (1) Coverage is afforded only until the 180th day after you form or acquire 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 or acquired the organization.

B. Solely with respect to coverage provided under Insuring Agreements **A.1.a.** through **A.1.f.**, Supplementary Payments, and Coverage Extensions, each of the following is also an insured:

1. Any person or organization who has a controlling financial interest over you, but only with respect to their liability arising out of:
 - a. Their financial control over you; or
 - b. Premises they own, maintain, or control while you lease or occupy those premises.
2. Any:
 - a. Person or organization for whom you have performed or are performing "your work" and with whom you have agreed in a written contract or agreement to provide additional insured status, provided the written contract or agreement was executed prior to the:
 - (1) Commencement of "your work"; and
 - (2) Date the "pollution condition" first commenced.
 - 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.

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "cleanup costs" resulting from a "pollution condition" caused in whole or in part by "your work".

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:
 - a. "Loss" under all Insuring Agreements; and

- b. Supplementary payments that are made with respect to any "claim" alleging "professional loss" after the Defense Expenses Aggregate Limit shown in the Declarations has been exhausted.
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 for all "pollution loss" 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 all "pollution loss" 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 all "pollution loss" arising out of any one "pollution condition".
 - 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 all "pollution loss" arising out of any one "pollution condition".
 - e. The Each Crisis Management Event Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.e.** Crisis Management Costs for all "crisis management costs" arising out of any one "crisis management event".
 - f. The Each Emergency Response Costs Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.f.** Emergency Response Costs for all "emergency response costs" arising out of any one "pollution condition".
 - g. 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 that are made after the Defense Expenses Aggregate Limit shown in the Declarations has been exhausted; arising out of any one "wrongful act".
 - h. The Each Wrongful Act Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense for all "rectification expenses" arising out of any one "wrongful act".
- 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 in excess of the Professional Liability Self-Insured Retention, less the amount we reimbursed the insured for "rectification expenses" under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense.

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. The Self-Insured Retention applies separately to each "pollution condition" or "wrongful act".
2. Regardless of whether there is any other valid and collectible insurance 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 policy. 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" that 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 right to settle the "claim" for any amount we deem reasonable, including any amount within the Self-Insured Retention.

If the insured refuses to settle, or otherwise impairs our rights as set forth above, our duty to defend will cease, the insured must thereafter negotiate or defend such "claim" independently of us, and our liability will not exceed the amount less the Self-Insured Retention for which the "claim" could have been settled plus all expenses incurred to date.

C. Pre-Suit Mediation

The Self-Insured Retention shown in the Declarations will be waived, up to a maximum of 50%, subject to a maximum reduction of \$10,000, if:

1. A "suit" has not been filed;
2. You and we mutually agree to "pre-suit mediation" as a means to settle a "claim"; and
3. Such "claim" is settled as a direct result of the "pre-suit mediation" and within 30 days of the end of the "pre-suit mediation".

When this occurs, we will waive any qualifying Self-Insured Retention amount we pay prior to the "pre-suit mediation".

D. 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. All "claims" for damages arising out of the same, related, or continuous "pollution condition" or "wrongful act" will be considered a single "claim" and will be deemed to have been first made at the time the first "claim" is made against any insured.

SECTION V – EXTENDED REPORTING PERIODS

With respect only to Insuring Agreement **A.2.a. Professional Liability**, 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 Professional Liability Retroactive Date shown in the Declarations; or
 - b. Does not apply to "claims" that result from a "wrongful act" 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 "claims" for a "wrongful act" that took place before the end of the Policy Period but not before the applicable Retroactive Date shown in the Declarations, provided the "claim" is first made against the insured during the Policy Period and reported to us during the Policy Period or Extended Reporting Period.

Once in effect, the Extended Reporting Period may not be canceled.

- C.** The Extended Reporting Periods will not reinstate or increase the Limits of Insurance shown in the Declarations.
- D.** 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".

- E.** An Optional Extended Reporting Period is available, subject to Paragraph **F.** below, but only by an endorsement for an additional premium of not more than 250% of the Total Premium shown in the Declarations. This Optional Extended Reporting Period starts when the Basic Extended Reporting Period set forth in Paragraph **D.** 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.

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.

- F.** 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. You fail to repay any Self-Insured Retention amount we have paid;
 3. You have purchased any other insurance to replace the insurance provided under this endorsement;
 4. The application for this policy, including any addenda thereto, contains any material misrepresentation of fact; or
 5. This policy is terminated for fraud or non-payment of premium.

SECTION VI – CONDITIONS

A. Assignment

Assignment of interest under this policy will not bind us unless our consent, which will not be unreasonably withheld or delayed, has been endorsed on this policy.

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 the first Named Insured shown in the Declarations at any time by providing us advanced written notice of the cancellation date.
2. We may cancel this policy, but only for the following reasons, by providing the first Named Insured shown in the Declarations written notice of cancellation not less than:
 - a. 10 days prior to cancellation if we cancel for non-payment of premium; or
 - b. 90 days prior to cancellation for:
 - (1) Fraud or material misrepresentation on the part of an insured; or
 - (2) Any insured's material failure to comply with the terms, conditions, or obligations under this policy; however, the insured will have the ability, within the first 60 days of the 90-day notice period, to cure such material failure to our satisfaction.
3. If we decide to not renew this policy, we will provide the first Named Insured shown in the Declarations written notice of nonrenewal not less than 90 days prior to nonrenewal.
4. If notice of cancellation or nonrenewal is mailed, proof of mailing will be sufficient proof of such notice.

D. Changes

This policy contains all the agreements between you and us concerning the insurance afforded under this policy. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy. Notice

to or knowledge 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 of this policy.

E. 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;
 - f. Details explaining how the insured first became aware of the "pollution condition" or "wrongful act"; and
 - g. The identity of all other insurers known by a "responsible insured" that may provide coverage for 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 notify us in writing as soon as practicable the specifics of the "claim" and the date received; and
 - b. You and any other involved insured must:
 - (1) Immediately send us copies 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";
 - (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 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.

F. Independent Counsel

In the event the insured is entitled by applicable law to select independent counsel to defend a "claim" or "suit" at our expense, the attorneys' fees and all other expenses we must pay to that counsel are limited to the rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar claims or suits in the community where the "claim" arose or the "suit" is being defended.

Additionally, we may exercise the right to require that such counsel have certain minimum qualifications with respect to their competence including at least five years of experience in defending "claims" or "suits" similar to the one pending against the insured and to require such counsel have errors and omissions insurance coverage with a limit at least equal to this policy's applicable Each Insuring Agreement Limit.

With respect to any such counsel, the insured agrees that counsel will:

1. Respond timely and regularly to our request for information regarding the "claim" or "suit"; and
2. Provide regular status reports, budgets, case plans, and updates on significant developments.

Furthermore, the insured may at any time, by the insured's written consent, freely and fully waive these rights to select independent counsel.

G. Inspections

1. We have the right to:

- a.** Make inspections of any "covered location" or any location where "your work" is being performed at any reasonable time, provided the insured has the right to grant access to such location associated with a "claim" or "pollution condition";
- b.** Give you reports on the conditions we find; and
- c.** Recommend changes.

Notwithstanding the foregoing, any such rights will not interfere with any cleanup, development, or regular operations at such location conducted or overseen by an insured.

2. We are not obligated to make any inspections, surveys, reports, or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a.** Are safe or healthful; or
- b.** Comply with laws, regulations, codes, or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us but also to any rating, advisory, rate service, or similar organization that makes insurance inspections, surveys, reports, or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports, or recommendations we may make relative to certification, under state or municipal statutes, ordinances, or regulations, of boilers, pressure vessels, or elevators.

H. Legal Action Against Us

No person or organization has a right under this policy to:

- 1.** Join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- 2.** 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 the insured and the claimant or the claimant's legal representative.

I. 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 2. 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 3. below.

2. Excess Insurance

a. This insurance is excess over:

- (1)** Any other valid and collectible 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;

- (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; or
- (4) Any valid and collectible project-specific insurance policy, owner's protective insurance policy, owner-controlled insurance policy, contractor-controlled insurance policy, wrap-up policy, or similar insurance program under which an insured is covered.
- 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. However, our contribution will not become due and owing until our applicable Self-Insured Retention is satisfied.

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 any other insurance available:

- a. Under any third-party liability policy if required by a written contract, signed by both parties, and executed prior to the commencement of operations or "your work";
- b. 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. With respect to a "claim" covered under Insuring Agreement **A.1.b. Transportation Pollution Liability**.

J. Premiums

The first Named Insured shown in the Declarations:

- 1. Is responsible for the payment of all premiums; and
- 2. Will be the payee for any return premiums we pay.

K. Representations

By accepting this policy, you agree:

- 1. The statements in the applications, other materials submitted to us, and Declarations are accurate;
- 2. Those statements are based upon representations you made to us; and
- 3. We have issued this policy in reliance upon your representations.

L. Separation of Insureds

- 1. 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:
 - a. As if each Named Insured were the only Named Insured; and

- b. Separately to each insured against whom a "claim" is made.
- 2. Any misrepresentation, act, or omission that is in violation of a term, duty, or condition under this policy by one insured will not, by itself, affect coverage for another insured under this policy. However, this paragraph will not apply to an insured who is a parent, subsidiary, or affiliate of the insured that committed such misrepresentation, act, or omission.

M. 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.

Any recovery obtained through transfer of rights, after expenses incurred in such transfer of rights are deducted by us, will be applied first to the insured to the extent of any payments in excess of the Limit of Insurance, if any; then to us to the extent of our payment under this policy; and then to the insured to the extent of the applicable Self-Insured Retention.

However, we waive any right of recovery we may have against any person or organization with whom the insured has agreed to do so in a written contract, provided such contract was entered into with such person(s) or organization(s) prior to the date of "loss".

N. Two or More Insuring Agreements, Coverage Extensions, Coverage Forms, or Policies Issued by Us

If more than one insuring agreement, coverage extension, coverage form, or policy issued to you by us or any company affiliated with us applies to the same "claim", the aggregate maximum Limit of Insurance under all of the insuring agreements, coverage extensions, coverage forms, or policies will not exceed the highest applicable Limit of Insurance under any one insuring agreement, coverage extension, coverage form, or policy. This condition does not apply to:

- 1. Any insuring agreement, coverage extension, coverage form, or policy issued by us or an affiliated company specifically to apply as excess insurance over this policy; or
- 2. Insuring Agreements **A.1.e. Crisis Management Costs** and **A.1.f. Emergency Response Costs**.

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", rolling stock, 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:
 - 1. A written demand against any insured for damages or "loss"; or
 - 2. A "suit" against any insured seeking damages or "loss".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 "pollutants", or any reasonable and necessary expense incurred in response to any "pollution condition":
 - 1. To the extent required by "environmental law";
 - 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; or
 - 3. To the extent recommended by an "environmental professional" in the absence of Paragraph 1. and 2. above."Cleanup costs" includes "restoration costs" and those costs arising from the removal of "pollutants" illicitly abandoned by a third party at a "covered location".
- 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 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 the United States of America and its territories or possessions.

I. "Covered conveyance" means any conveyance operated by or on behalf of an insured.

"Covered conveyance" does not include pipelines.

J. "Covered location" means any real property owned, leased, or operated for use as an office, warehouse, or for equipment storage by you at the time of the "loss" and as of the first date of the Policy Period shown in the Declarations.

K. "Crisis management consultant" means a professional firm or consultant that provides crisis management services and has been approved in writing by us, such approval not to be unreasonably withheld.

L. "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.

M. "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 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 image or goodwill.

N. "Disciplinary proceeding" means any proceeding commenced by a regulatory body, disciplinary board, or governmental agency domiciled in the United States of America which has the authority to investigate charges of professional misconduct in the performance of "professional services". However, "disciplinary proceedings" does not include criminal proceedings.

O. "Domestic partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law.

P. "Electronic data" means information, facts, or programs stored as or on, created or used on, or 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 that are used with electronically controlled equipment.

Q. "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" will be incurred.

R. "Employee" includes temporary and leased staff working on your behalf and under your direct supervision, but only with respect to "your work".

S. "Environmental law" means any federal, state, provincial, municipal, or local laws, rules, regulations, or orders including, but not limited to, statutes, ordinances, guidance documents, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, and governmental, judicial, or administrative orders and directives that are applicable to a "pollution condition".

T. "Environmental professional" means an individual:

1. Approved by us, such approval not to be unreasonably withheld;
2. Duly certified or licensed in a recognized field of environmental science as required by a state board or a professional association; and
3. Who meets certain minimum qualifications and maintains specified levels of errors and omissions insurance coverage acceptable to us.

We will consult with the first Named Insured in conjunction with the selection of the "environmental professional".

U. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by laws, or any other similar governing document.

V. "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.

W. "Insured contract" means:

1. A contract for a lease of premises. However, that portion of the contract for a lease of premises in excess of 30 consecutive days that indemnifies any person or organization for damage by fire, lightning, or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract;
2. A sidetrack agreement;
3. Any easement or license agreement;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. An elevator maintenance agreement; or
6. 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", "property damage", or "cleanup costs" to a third person or organization, provided the "bodily injury", "property damage", or "cleanup costs" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph 2. does not include that part of any contract or agreement:

a. That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:

- (1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
- (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

b. Under which the insured, if an architect, engineer, or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render "professional services", including those listed in **a.** above and supervisory, inspection, architectural, or engineering activities.

X. "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.
- Y.** "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.
- Z.** "Loading or unloading" means the handling of property:
1. After it is moved from the place where it is accepted for movement into or onto an aircraft, "auto", rolling stock, or watercraft;
 2. While it is in or on an aircraft, "auto", rolling stock, or watercraft; or
 3. While it is being moved from an aircraft, "auto", rolling stock, or watercraft to the place where it is finally delivered.
- AA.** "Loss" means "pollution loss" or "professional loss".
- AB.** "Low-level radioactive waste" means waste that contains radioactivity but is not transuranic waste, spent nuclear fuel, waste materials remaining after spent nuclear fuel is processed, uranium milling residues, waste with greater than specified quantities of elements heavier than uranium, and those wastes requiring permanent isolation by the United States Nuclear Regulatory Commission.
- AC.** "Mixed waste" means waste containing both radioactive and hazardous components as defined by the Atomic Energy Act and the Resource Conservation and Recovery Act.
- AD.** "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.
- AE.** "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.
- AF.** "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" is:
1. Not managed, operated, owned, or leased by any insured or any subsidiary or affiliate of any insured;
 2. 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. 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".
- AG.** "Pollutants" means any solid, liquid, gaseous, biological, or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, silt, sedimentation, fumes, acids, alkalis, chemicals, hazardous substances, petroleum hydrocarbons, or waste materials, including medical, infectious, and pathological waste, electromagnetic fields, "low-level radioactive waste", and "mixed waste" materials, at levels in excess of those naturally occurring. Waste includes materials to be recycled, reconditioned, or reclaimed.

With respect to Insuring Agreements **A.1.a.** Contractors Pollution Liability, **A.1.e.** Crisis Management Costs, and **A.1.f.** Emergency Response Costs only, "pollutants" includes "mold" and legionella pneumophila.

AH. "Pollution condition" means:

1. The discharge, dispersal, seepage, migration, growth, release, or escape of "pollutants"; or
2. The illicit abandonment of "pollutants" by a third party without your consent at a "covered location".

With respect to Insuring Agreements **A.1.b.** Transportation Pollution Liability, **A.1.e.** Crisis Management Costs, and **A.1.f.** Emergency Response Costs only, "pollution condition" includes "transportation pollution condition".

AI. "Pollution loss" means:

1. A monetary judgment, award, or settlement, including punitive damages and exemplary damages where insurable by applicable law, for "bodily injury" or "property damage";
2. "Cleanup costs";
3. "Crisis management costs"; or
4. "Emergency response costs".

However, "pollution loss" does not include multiplied portions of damages in excess of actual damages, including trebling of damages.

AJ. "Pre-suit mediation" means the voluntary process in which a neutral 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". "Pre-suit mediation" does not include litigation, arbitration, or court mandated proceedings.

AK. "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. Taxes, criminal fines, or criminal penalties imposed by law;
3. Sanctions;
4. Matters which are uninsurable under the law pursuant to which this policy will be construed;
5. Liquidated damages as provided under a contract or statute;
6. The return, restitution, disgorgement, or offset 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".

AL. "Professional services" means those functions 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.

AM. "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".

For the purposes of this insurance, "electronic data" is not tangible property.

"Property damage" does not include "cleanup costs".

AN. "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.

AO. "Responsible insured" means:

1. Your "executive officer", director, partner, or member; or
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.

AP. "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:

1. Exceed the actual cash value of such property immediately prior to incurring "cleanup costs"; or
2. Include costs associated with improvements, betterments, ordinance, or law, except to the extent:
 - a. Such improvements or betterments of the damaged property entail the use of materials which are environmentally preferable to those materials which comprised the damaged property; and
 - b. Such environmentally preferable material must be certified as such by an applicable independent certifying body, where such certification is available, or, in the absence of such certification, based on our judgment at our sole discretion.

AQ. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "cleanup costs", or "wrongful acts" to which this insurance applies are alleged.

"Suit" includes:

1. An arbitration proceeding in which such damages are 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 damages are claimed and to which the insured submits with our consent.

"Suit" does not include any "disciplinary proceeding".

AR. "Temporary storage" means storage of materials in a locked and secure storage container with clearly posted warning signs for a period of up to 30 days at a premises you own or rent. "Temporary storage" does not include storage of materials at any site at which you are performing "your work".

AS. "Transportation pollution condition" means the emission, discharge, dispersal, release, or escape of "pollutants" from a "covered conveyance" that occurs beyond the boundaries of a "covered location".

AT. "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".

AU. "Underground storage tank" means any one or combination of tanks, including underground pipes connected thereto, that is used to contain an accumulation of regulated substances, and the volume, including the volume contained in connected underground pipes, fill, vent, and above ground distribution components, which has or at any time in the past had at least 10% of its volume beneath the surface of the ground.

"Underground storage tank" does not include:

1. Septic tanks, sump pumps, or oil or water separators;
2. A tank that is enclosed within a basement or cellar, if the tank is upon or above the surface of the floor; or
3. Storm water or wastewater collection systems.

AV. "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.

AW. "Wrongful act" means any 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".

AX. "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.

AY. "Your work":

1. Means:

- a.** Work or 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;
- c.** Your "completed operations"; and
- d.** With respect to Insuring Agreement **A.1.a.** Contractor's Pollution Liability, the "temporary storage" of asbestos, or any material or substance containing asbestos, asbestos fibers, or asbestiform talc that was removed in the course of "your work".

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/25/2026**Committee Agenda type:** Reports, Contracts & Claims**Date Rec'd**

7/28/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 09/09/2026**Submitting Dept**

FLEET SERVICES

Bid #**Contact Name/Phone**

RICK GIDDINGS 5096257706

Requisition #

RE21010000/210

Contact E-Mail

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

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

PURCHASE OF 2 FORD F750 SERVICE TRUCKS FOR WATER

Agenda Wording

Purchase from National Auto Fleet Group (Watsonville, CA) of (2) 2027 Ford F750 chassis equipped with Knapheide Service Bodies for \$413,694.26 not including sales tax for the Water Department.

Summary (Background)

Water would like to replace 2 older service trucks that have exceeded their economic lifecycle with 2 diesel powered Ford F750 chassis upfitted with Knapheide service bodies installed by Titan Truck Equipment (Spokane, WA). Vehicles will be purchased from NAFG using Sourcewell contract 032824-NAF. Total price for both not including sales tax is \$413,694.26.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Fleet collects lifecycle cost data for future analysis.

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

Aligns with City CIP and Centralized Fleet Management Policy.

Council Subcommittee Review

No Subcommittee for this topic.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 413,694.26	
Current Year Cost		\$ 413,694.26	
Subsequent Year(s) Cost		\$ 0	
<u>Narrative</u>			
Vehicles will be purchased using an approved Sourcwell contract following all City competitive purchasing requirements.			
Amount		Budget Account	
Expense	\$ 413,694.26	#	4100-42490-94340-56401-11084
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Reserves	
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	GIDDINGS, RICHARD	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>			
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
RGIDDINGS@SPOKANECITY.ORG		Tprince@spokanecity.org	
ssclark@spokanecity.org		fleetservicesaccounting@spokanecity.org	
kyoung@spokanecity.org			



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

7/23/2026

Government Quote ID#1126GP (R1)

Mr. Eric Walsh

City of Spokane Weldshop
914 E. North Foothills Drive
Spokane, WA 99207

Dear Eric Walsh,

National Auto Fleet Group is pleased to quote the following sourced item(s) for your consideration. One (1) New/Unused (**2027 F-750 Diesel SuperCab Base (X7D), TITAN Quote # TM-260405-1, Knapheide Line Body 133.25"x98" w/ Canopy Roof**) and delivered to your specified location, each for:

	Contract Price
Chassis and Option	\$ 86,060.00
Titan Quote	\$ 120,787.13
Tax (0.00%)	\$ 0.00
 Total	 \$ 206,847.13

This sourced item(s) is available under the Sourcwell (Formerly Known as NJPA) Contract 032824-NAF. Please reference this Contract Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez

HD Contract Manager

HD@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497



Contract 032824-NAF



Titan Truck Equipment Co., Inc.

605 N. Fancher Rd.
Spokane Valley, WA 99212
(509) 534-5010
Toll Free: 1-800-445-4807
Equipment Fax: (509) 755-5040

**Quote # TM-260405-1***Quote valid for 30 days*

Quote Date: 7/23/2026

Quote Provided by:**TREY MELENDREZ***Sales*

Phone: 1-509-444-1835 Ext.1124

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Customer Information

City of Spokane Weldshop
914 E North Foothills Dr Spokane, WA 99207
Contact Name: Eric Walsh
End User: SAME

Vehicle Information

2026 Ford F750
DRW, 84, GVW
VIN # TBD
Condition: Regular Cab 6.7L Diesel

Special Instructions

Qty	Item Description	Part Number	Part Charge	Exended Charge	HRS	Labor Charge	*Estimated* Freight Charges	Itemized Total
1	Prices subject to change based upon manufacturer price surcharge increases. Price increases from manufacturer will be added to this quote or final invoice if applicable. Price increases will be backed with manufacturer documentation							
1	Knapheide Line Body 133.25"x98" w/ Canopy Roof	KNPC2080-26						
1	Vanair USDM 185CFM / 100PSI w/ Failsafe Dual Sensor Redundancy System & Xero Air Separation Tank	VANAIKUDAC3F2WD						
1	Vanair Muncie PTO	VANAIK6160202P						
1	Vanair Driveline 1310 2PC F650/750	VANAIK033070						
1	Vanair Ext Display Harness	VANAIK280305-120						
1	Ecco Class I LED Safety Director 48.9" Mounted Above Rear Doors	ECCOED3355A						
6	Ecco LED Surface Mount Strobes Mounted Above Each Whelen Work Light	ECCO3811A						
6	Whelen 900 Series White Scene Lighting Mounted High on Body at Top Corners of Each Side & Rear of Body	WHELEN9SC0ENZK						
1	Cox Reel Hose Reel for 1/2" Airline Installed S.S. w/ Hose Guide Out Back of Compartment Plumbed into Van Air Compressor System	COXTSH-N-475						
1	Cox Reel Hose Reel for 3/4" Airline Installed S.S. w/ Hose Guide Out Back of Compartment Plumbed into Van Air Compressor System	COXTSH-N-550						
1	Mudflaps	MUDFLAPS						
1	OEM Ford Harness 7-Way	CURT56443						
10		MAXXMLS-4569-A						
1	Misc Hoses and Couplers for PTO Systems	MISHOSES						
1	Delivery & Fuel	DELIVERY						
1	Ford PDI	FORDPDI						
6	Titan Truck Fabricated Angled Light Box Mount	MISLIGHTMOUNT						
1	CASH, CREDIT OR CERTIFIED CHECK ONLY ACCEPTED FOR PAYMENT							
1	SUPPLY							
Subtotals								

ALL PRICING IS LESS ANY APPLICABLE TAX CHARGES UNLESS OTHERWISE NOTED.**CREDIT, OR CERTIFIED CHECK ARE THE ONLY PAYMENT METHODS CURRENTLY ACCEPTED.**



Prepared by: Jesse Cooper

07/23/2026

Watsonville Ford | 550 Auto Center Drive Watsonville California | 950763728

2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

Selected Equip & Specs

Dimensions

- GCWR: 50,000 lbs.
- Rear brake diameter: 15.0"
- Vehicle body length: 267.0"
- Vehicle body height: 94.8"
- Turning radius (to curb): 24.5'
- Rear track: 72.6"
- Rear tire outside width: 96.0"
- Frame section modulus: 15.1 cu.in.
- Frame rail depth: 10.3"
- Frame rail thickness: .4"
- Front bumper to front axle: 39.0"
- Headroom second-row: 38.1"
- Leg room second-row: 31.6"
- Shoulder room second-row: 68.1"
- Hip room second-row: 67.3"
- Front brake diameter: 15.0"
- Driver distance from axle: 54.4"
- Vehicle body width: 96.7"
- Wheelbase: 179.0"
- Front track: 83.8"
- Cab to axle: 84.0"
- Axle to end of frame: 49.0"
- Frame yield strength (psi): 80000.0
- Frame rail width: 3.1"
- Frame rail section: 9.5"
- Headroom first-row: 40.7"
- Leg room first-row: 41.4"
- Shoulder room first-row: 68.0"
- Hip room first-row: 67.6"

Powertrain

- Compression ignition system
- Engine cylinders: V-8
- Torque: 800 lb.-ft.@1500 RPM
- Engine retarder system
- Fuel/water separator
- 75 mph speed limiter
- Rear-wheel drive
- Low-speed ABS traction control
- 6.7L V-8 diesel direct injection, intercooled turbo, diesel, engine with 270HP
- Horsepower: 270 HP@2400 RPM
- Radiator
- Auxiliary power take-off
- RNDM shift indicator
- 10-speed automatic
- Recommended fuel: diesel
- Standard rear differential

Fuel Economy and Emissions

- Federal emissions

Suspension and Handling

- Standard ride suspension
- Gas-pressurized front shock absorbers

Driveability

- Hydraulic disc brakes
- 4-wheel antilock (ABS) brakes
- Hill Start Assist
- Leaf spring front suspension
- Rigid axle rear suspension
- Hydraulic power-assist steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Rigid axle front suspension
- Tapered leaf front suspension
- Leaf spring rear suspension
- Re-circulating ball steering

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2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

Selected Equip & Specs (cont'd)

- 2-wheel steering system

Body Exterior

- Side assist steps
- Monotone paint
- Black door handles
- Black front bumper
- Straight front bumper ends
- Hood mounted grille
- * **Video-feed rearview mirror**
- Black door mirrors
- Reverse opening right rear passenger door
- 22.5 x 8.25-inch front and dual rear wheels
- Steel front wheels
- Steel rear wheels
- 4 doors
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Black grille
- Convex spotter in driver and passenger side door mirrors
- Trailer style side mirrors
- Reverse opening left rear passenger door
- English measure truck 279/82R22.5 AS BSW front and rear tires
- White front wheels
- White rear wheels
- Disc rear wheel

Convenience

- * **Power door locks with 2 stage unlocking**
- * **Auto-locking doors**
- * **Power first-row windows**
- Driver foot rest
- Front beverage holders
- 2 beverage holders
- Instrument panel bin
- Trip computer
- Dual electric horn
- * **Keyfob activated door locks**
- Cruise control with steering wheel mounted controls
- Partial floor console
- Fixed rear windshield
- Standard glove box
- * **Driver and passenger door bins**
- Dashboard storage
- Upfitter switches
- Steering column lever gearshift location

Comfort

- Manual climate control
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 5
- Front passenger seat armrest
- Folding driver seat back
- 4 driver seats way-direction
- Driver seat armrest
- Bucket driver seat
- Low driver seat back
- Manual fore/aft

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Selected Equip & Specs (cont'd)

- Bucket passenger seat
- Low passenger seat back
- Manual fore/aft
- Split-bench rear seat
- Fixed passenger seat back
- 2 passenger seats way-direction
- Fixed rear seats
- Vinyl front seat upholstery

Entertainment Features

- AM/FM
- AM radio
- Seek scan
- External memory control
- Speakers number: 2
- Wireless audio streaming
- In-vehicle audio
- FM radio
- Auxiliary input jack
- Standard grade speakers
- Steering wheel mounted audio controls
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Analog instrumentation display
- Digital clock
- Tachometer
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- Diesel exhaust fluid (def) gauge
- Reflector headlights
- Auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- * **Illuminated entry**
- Daytime running lights
- Delay interior courtesy lights
- Trip odometer
- Driver information center
- Oil pressure gauge
- Oil temperature gauge
- Engine hour meter
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Speed sensitive wipers
- Variable instrument panel light
- Cab clearance lights

Technology and Telematics

- Handsfree wireless device connectivity
- 1 USB port

Safety and Security

- Front height adjustable seatbelts
- * **Remote panic alarm**
- Electronic stability control system
- Vehicle tracker
- * **Rear mounted camera**
- * **Back-up alarm**

Dimensions

General Weights

* Curb weight	10,542 lbs.	Rear curb weight	3,930 lbs.
Front GAWR	10000 lbs.	Rear GAWR	21000 lbs.

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Selected Equip & Specs (cont'd)

GVWR 31000 lbs.

GCWR 50000 lbs.

Trailing Weights

GCWR 50,000 lbs.

Weights

Maximum GVWR 37,000 lbs.

Nominal RBM (in.-lbs.) . . . 1,211,200 nominal RBM (in.-lbs.)

Max RBM (in.-lbs.) 1,275,200 max RBM (in.-lbs.)

Front Weights

* **Front curb weight** **6,612 lbs.**

Spring rating front 10,000 lbs.

Axle capacity front 10,000 lbs.

Tire/wheel capacity front 13,220 lbs.

Rear Weights

Axle capacity rear 21,000 lbs.

Tire/wheel capacity rear 24,040 lbs.

Spring rating rear 21,000 lbs.

Exterior Measurements

Vehicle body length 267.0"

Vehicle body height 94.8"

Front brake diameter 15.0"

Rear brake diameter 15.0"

Rear frame height loaded 36.5"

Turning radius (to bumper) 26.1'

Width - mirrors extended 121.9"

Rear track 72.6"

Turning radius (to curb) 24.5'

Rear tire outside width 96.0"

Frame section modulus 15.1 cu.in.

Frame rail depth 10.3"

Frame rail thickness4"

Front bumper to front axle 39.0"

Vehicle body width 96.7"

Wheelbase 179.0"

Front frame height loaded 35.2"

Front frame height unloaded 36.9"

Rear frame height unloaded 38.0"

Width - mirrors folded 90.7"

Front track 83.8"

Driver distance from axle 54.4"

Cab to axle 84.0"

Axle to end of frame 49.0"

Frame yield strength (psi) 80000.0

Frame rail width 3.1"

Frame rail section 9.5"

Headroom

Headroom first-row 40.7"

Headroom second-row 38.1"

Legroom

Leg room first-row 41.4"

Leg room second-row 31.6"

Shoulder Room

Shoulder room first-row 68.0"

Shoulder room second-row 68.1"

Hip Room

Hip room first-row 67.6"

Hip room second-row 67.3"

Powertrain

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Selected Equip & Specs (cont'd)

Engine

Engine 6.7L V-8 diesel direct injection, intercooled turbo, diesel, engine with 270HP

Engine cylinders V-8

Ignition Compression ignition system

Engine block material Iron engine block

Valves per cylinder 4

Engine location Front mounted engine

Engine mounting direction Longitudinal mounted engine

Cylinder head material Aluminum cylinder head

Engine Specs

Displacement 6.7L

Bore 3.9"

Compression ratio 16.2

cc 405.9 cu.in.

Stroke 4.25"

Governed RPM 3200 RPM

Engine Power

Horsepower 270 HP@2400 RPM

Torque 800 lb.-ft.@1500 RPM

Alternator

Alternator amps 195A

Alternator type Heavy-duty alternator

Battery

Battery type Dual lead acid battery

Battery step Battery step

Battery run down protection Battery run down protection

Battery rating 1500CCA

Battery location Battery location forward right

Engine Extras

Radiator Radiator

Auxiliary power take-off Auxiliary power take-off

Shift indicator RNDM shift indicator

Fuel/water separator Fuel/water separator

Engine retarder Engine retarder system

Transmission

Transmission 10-speed automatic

Speed limiter 75 mph speed limiter

Lock-up transmission Lock-up transmission

Second gear ratio 2.919

Fourth gear ratio 1.773

Sixth gear ratio 1.277

Seventh gear ratio 1

Ninth gear ratio 0.687

Stall ratio 1.97

Transmission electronic control Transmission electronic control

Overdrive transmission Overdrive transmission

First gear ratio 4.615

Third gear ratio 2.132

Fifth gear ratio 1.519

Reverse gear ratio 4.695

Eighth gear ratio 0.851

Tenth gear ratio 0.632

Selectable mode transmission Tow/Haul Mode selectable mode transmission

Transmission oil cooler Transmission oil cooler

Sequential shift control Sequential shift control

PTO transmission provision PTO transmission provision



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Selected Equip & Specs (cont'd)

Drive Type

Drive type Rear-wheel drive

Drivetrain

* Axle ratio 5.57

Axle speed Single axle speed

Exhaust

Tailpipe Aluminized steel single exhaust

Additional muffler location right

Additional tailpipe location right

Additional muffler type horizontal

Additional tailpipe type horizontal

Fuel

Fuel type diesel

Fuel Tank

Front left fuel tank shape rectangular

DEF capacity 8.00 gal.

Front left fuel tank capacity 65.01 US gallons

Drive Feature

Traction control Low-speed ABS traction control

Differential Standard rear differential

Fuel Economy and Emissions

Emissions

Emissions Federal emissions

Suspension and Handling

Suspension

Suspension Standard ride suspension

Front shock absorbers ... Gas-pressurized front shock absorbers

Driveability

Brakes

Brake type Hydraulic disc brakes

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes

ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill Start Assist

Front Suspension

Suspension ride type front Rigid axle front suspension

Suspension type front ... Leaf spring front suspension

Front Spring

Regular front springs Regular front springs

Springs front Tapered leaf front suspension

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Selected Equip & Specs (cont'd)

Rear Spring

Springs rear Multi-leaf rear suspension

Auxiliary rear spring Rubber auxiliary rear spring

Rear springs Regular grade rear springs

Rear Suspension

Suspension type rear Leaf spring rear suspension

Suspension ride type rear Rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system

Steering type number of wheels 2-wheel steering system

Steering type Re-circulating ball steering

Exterior

Front Wheels

Front wheels diameter 22.5"

Front wheels width 8.3"

Rear Wheels

Rear wheels diameter 22.5"

Rear wheels width 8.3"

Front And Rear Wheels

Appearance none

Front Tires

Aspect 82

Sidewalls BSW

Type english measure truck tire

Front wheel - RPM 497

Diameter 22.5"

Tread AS

Width 279mm

Rear Tires

Aspect 82

Sidewalls BSW

Type english measure truck tire

Rear wheel - RPM 497

Diameter 22.5"

Tread AS

Width 279mm

Body Exterior

Exterior Features

Number of doors 4 doors

Front splash guards Front splash guards

Side steps Side assist steps

Frame

Clean CA frame Clean CA frame

Body

Body panels Composite and galvanized steel body panels

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Selected Equip & Specs (cont'd)

Mirrors

Convex spotter Convex spotter in driver and passenger side door mirrors

* **Video rearview mirror** **Video-feed rearview mirror**

Tires

Front tires LT load rating H

Rear tires LT load rating H

Wheels

Front wheel type Disc front wheel

Dual rear wheels Dual rear wheels

Number of front wheel studs 10 front wheel studs

Number of rear wheel studs 10 rear wheel studs

Convenience

Door Locks

* **Door locks** **Power door locks with 2 stage unlocking**

* **Keyfob door locks** **Keyfob activated door locks**

* **Auto door locks** **Auto-locking doors**

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Exterior Mirrors

Folding door mirrors Manual folding door mirrors

Heated door mirrors Heated driver and passenger side door mirrors

Front Side Windows

* **First-row windows** **Power first-row windows**

Floor Console

Floor console Partial floor console

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Pedals

Driver foot rest Driver foot rest

Rear Windshield

Rear windshield Fixed rear windshield

Storage

* **Door bins front** **Driver and passenger door bins**

Number of beverage holders 2 beverage holders

Beverage holders Front beverage holders

Glove box Standard glove box

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Selected Equip & Specs (cont'd)

Instrument panel storage Instrument panel bin

Dashboard storage Dashboard storage

Windows Feature

*** One-touch up window . Driver and passenger one-touch up windows**

*** One-touch down window . . . Driver and passenger one-touch down windows**

Windows Rear Side

Second-row windows Fixed second-row windows

Miscellaneous

Trip computer Trip computer

Gearshift location Steering column lever gearshift location

Upfitter switches Upfitter switches

Horn Dual electric horn

Comfort

Climate Control

Climate control Manual climate control

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Vinyl rear seat upholstery

Rear seatback upholstery Carpet rear seatback upholstery

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel telescopic. Manual telescopic steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Front seat type Bucket driver seat

Front seat type Bucket passenger seat

Driver seat back Folding driver seat back

Driver seat back type Low driver seat back

Driver seats way-direction4 driver seats way-direction

Driver seat fore/aft Manual fore/aft

Passenger seat back Fixed passenger seat back

Passenger seat back type Low passenger seat back

Passenger seats way-direction 2 passenger seats way-direction

Passenger seat fore/aft Manual fore/aft



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Selected Equip & Specs (cont'd)

Armrests front driver Driver seat armrest

Armrests front passenger Front passenger seat armrest

Rear Seats

Bench seats Split-bench rear seat

Folding second-row seats 60-40 folding rear seats

Rear seat folding position Fold-up rear seat cushion

Rear seats fixed or removable Fixed rear seats

Rear seat direction Front facing rear seat

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Front seatback upholstery Carpet front seatback upholstery

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Radio Features

Aux input jack Auxiliary input jack

Seek scan Seek scan

External memory External memory control

Speakers

Speakers Standard grade speakers

Speakers number 2

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer

Instrumentation display Analog instrumentation display

Instrumentation Displays

Driver information center Driver information center

Clock Digital clock

Instrumentation Gauges

Tachometer Tachometer

Oil temperature gauge Oil temperature gauge

Oil pressure gauge Oil pressure gauge

Transmission temperature gauge Transmission fluid temperature gauge

Engine/electric motor temperature

gauge Engine/electric motor temperature gauge

Engine hour meter Engine hour meter

DEF fluid gauge Diesel exhaust fluid (def) gauge

Instrumentation Warnings

Oil pressure warning Oil pressure warning

Low fuel warning Low fuel warning

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Selected Equip & Specs (cont'd)

Low brake fluid warning Low brake fluid warning
Headlights on reminder Headlights on reminder
Door ajar warning Door ajar warning
Transmission fluid temperature warning Transmission
fluid temp warning

Battery charge warning Battery charge warning
Key in vehicle warning Key in vehicle warning
Service interval warning Service interval indicator
Low diesel exhaust fluid (DEF) warning Low diesel
exhaust fluid (DEF) warning

Glass

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights
Auto headlights Auto on/off headlight control
Delay off headlights Delay-off headlights

Headlight type Reflector headlights
Multiple headlights Multiple enclosed headlights
DRL preference setting DRL preference setting

Front Windshield

Wipers... Variable intermittent front windshield wipers

Speed sensitive wipers Speed sensitive wipers

Interior Lighting

* **Illuminated entry** **Illuminated entry**

Variable panel light Variable instrument panel light

Lights

Running lights Daytime running lights
Clearance lights Cab clearance lights

Interior courtesy lights ... Delay interior courtesy lights

Technology and Telematics

Connectivity

Handsfree Handsfree wireless device connectivity

USB Ports

USB ports 1 USB port

Safety and Security

Seatbelts

Height adjustable seatbelts... Front height adjustable
seatbelts

Security System

* **Remote panic alarm** **Remote panic alarm**

Vehicle tracker Vehicle tracker

Cameras

* **Rear camera** **Rear mounted camera**

Traction Control

Electronic stability control... Electronic stability control
system



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Selected Equip & Specs (cont'd)

Parking Sensors

* **Back up alarm** **Back-up alarm**

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As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
X7D	Base Vehicle Price (X7D)	\$83,170.00
Engines		
99C	6.7L Power Stroke V8 Turbo Diesel - 270 HP @ 2400 RPM <i>800 lb.-ft. torque @ 1500 RPM.</i>	STD
425	50-State Emissions Certification Late availability. <i>For California registry. Includes clean idle label on vehicle and "Certified For Sale In California" typed on COV.</i>	N/C
Transmissions		
44D	Ford TorqShift HD 10-Speed Automatic - with PTO Provision <i>Includes tow/haul.</i>	STD
Front Wheels & Tires		
643	Wheels, Front 22.5" X 8.25" White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
T2A	Tires, Front Two 11R22.5H Goodyear Fuel Max RSA (497 Rev/Mile)	STD
Rear Wheels & Tires		
663	Wheels, Rear 22.5" X 8.25" White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
R2A	Tires, Rear Four 11R22.5H Goodyear Fuel Max RSA (497 Rev/Mile)	STD
Brakes		
67H	Hydraulic Brake System - Bosch HydroMax w/Traction Control <i>Full power with automatic adjustment, 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake, Orscheln lever control, right of driver and hand operated park brake lever.</i>	STD

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As Configured Vehicle (cont'd)

Code	Description	MSRP
Front Axle and Suspension		
43N	10,000 Lb. Cap. Non-Driving - Dana E-1002I - I-Beam Type	STD
61C	Taper-Leaf Springs, Parabolic - 10,000 Lb. Cap <i>2-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.</i>	STD
Rear Axle and Suspension		
475	21,000 Lb. Single Reduction - Open - Dana / Spicer 21060S <i>NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>	STD
68P	Multi-Leaf Springs - 21,000 Lb. Cap <i>For 19,000 lb. and 21,000 lb. rear axles. Includes 4,500 lb auxiliary rubber spring.</i>	STD
X5D	5.57 Axle Ratio	N/C
Wheelbase		
179WB	179" Wheelbase/84" CA/49" AF/267" OAL	STD
Frame		
535	Single Channel - Straight 'C' 15.14 SM, 80,000 PSI <i>1,211,200 RBM. High strength low alloy steel. 10.250" x 3.092" x 0.375" (260.4mm x 78.5mm x 9.5mm).</i> <i>Includes:</i> <i>- GVWR Limit: 37,000 lbs.</i>	STD
Exhaust		
91G	Under Cab, Right Side Outlet, Switchback-Style <i>Single, horizontal muffler, right side, under cab, outside of frame rail with rear discharge.</i>	STD
Fuel Tanks		
65E	Fuel Tank - LH 65 Gallon Rectangular - Aluminum	STD

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Prepared by: Jesse Cooper

07/23/2026

Watsonville Ford | 550 Auto Center Drive Watsonville California | 950763728

2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

As Configured Vehicle (cont'd)

Code	Description	MSRP
Electrical / Alternator / Battery		
STDALT	Extra Heavy Duty Alternator - 12-Volt, 195 Amp	Included
55M	Jump Start Stud - Remote Mounted	\$90.00
STDBAT	Battery - Two 750 CCA, 1500 Total, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>	STD
17M	Back-Up Alarm - Electric, 102 dBA	\$110.00
61A	Embedded Modem Delete	-\$75.00
This option MUST be added to each order for the duration of the model year. <i>This will be a forced option on all orders and builds from start of production.</i>		
Seats		
88A	30/0/30 Fixed Driver & Fixed Passenger w/Console - Vinyl	STD
87B	60/40 Rear Bench Seat w/Bolster and Flip-Up Cushion <i>Trim will match selected driver seat material.</i>	STD
Cab Interior		
600A	Preferred Equipment Package 600A <i>Includes:</i> - Bumper, Front - Black, Full Width - Wheel Seals, Front - Oil Lubricated, SKF ScotSeal PlusXL Seals - Wheel Seals, Rear - Oil Lubricated, SKF ScotSeal PlusXL Seals - Manual Regen Initiation - Driver Interface in Message Center - Engine Exhaust Brake - Extra Heavy Duty Alternator - 12-Volt, 195 Amp - Painted Grille - Plastic - Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights - Tow Hooks, Front (2) - Frame-Mounted, Painted Black - Four Body Builder Switches - Mounted in Center Instrument Panel <i>With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.</i> - Floor Covering - Black Vinyl - Intelligent Oil Life Monitor - Steering Column - Tilt / Telescoping - Steering Wheel - Black PVC w/Integral Cruise Control Switches, Includes Audio Controls - Body Builder Wiring - At Back of Cab, Combined <i>Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, park lamps, back up lamps. Also includes 2 additional pass through wires to cab.</i>	N/C
61M	Rear View Camera w/Mirror Display	\$690.00

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As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Rear view mirror video with full length display included in kit. To be installed by Upfitter.</i>	
90P	Power Equipment Group - (Included in (90A) Appearance Group) <i>Includes power front side windows, manual rear side windows, power door locks and door trim panel.</i> <i>Includes:</i> <i>- Remote Keyless Entry</i>	\$580.00
588	Radio: AM/FM Stereo w/2 Speakers, USB Input, Clock Display and Bluetooth	STD

Cab Exterior

54M	Mirrors, Dual - Heated Rectangular, XL2020 - 96" Width <i>Integral mirror, sail type, manual fold, solid black finish.</i>	STD
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Ship-Thru

21A	Pre-Delivery Inspection Selection requires that you also choose either (314) or (31F) or (31T) or (31S) or (31Y) to have the Inspection performed. Required with any final Ship-To that is not a dealer.	N/C
31F	Ship-Thru - NFS National Fleet Services MAY be selected w/o adding (21A). For MODIFICATIONS ONLY, Dealer must make arrangements directly with NFS (please use CVT Resources for add. Info).	\$0.00

Miscellaneous

PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
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Fleet Options

B4A	Net Invoice Fleet Option	\$0.00
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Exterior Color

YZ_01	Oxford White	N/C
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Interior Color

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2027 F-750 Diesel SuperCab Base (X7D)

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As Configured Vehicle (cont'd)

Code	Description	MSRP
E_01	Gray	N/C
SUBTOTAL		\$84,565.00
Fuel Charge (12)		\$0.00
Destination Charge		\$2,495.00
TOTAL		\$87,060.00

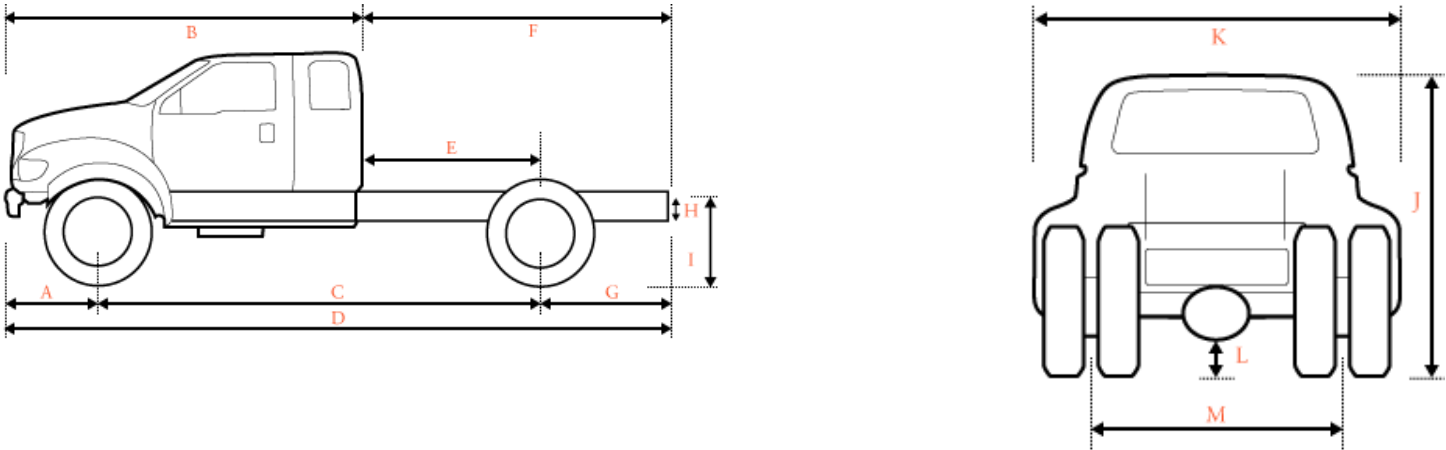
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2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	39.00 in.
B	Front Bumper to Back of Cab (BBC)	134.00 in.
C	Wheelbase (WB)	179.00 in.
D	Overall Length (OAL)	267.00 in.
E	Back of Cab to Rear Axle (CA)	84.00 in.
F	Back of Cab to End of Frame	133.00 in.
G	Rear Axle to End of Frame (AF)	49.00 in.
H	Frame Section Height	10.30 in.
I	Rear Frame Height Unloaded	38.00 in.
I	Rear Frame Height Loaded	36.50 in.
J	Cab Height	94.80 in.
K	Body Width	96.70 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	N/A
M	Front Tread	83.80 in.
M	Rear Tread	72.60 in.

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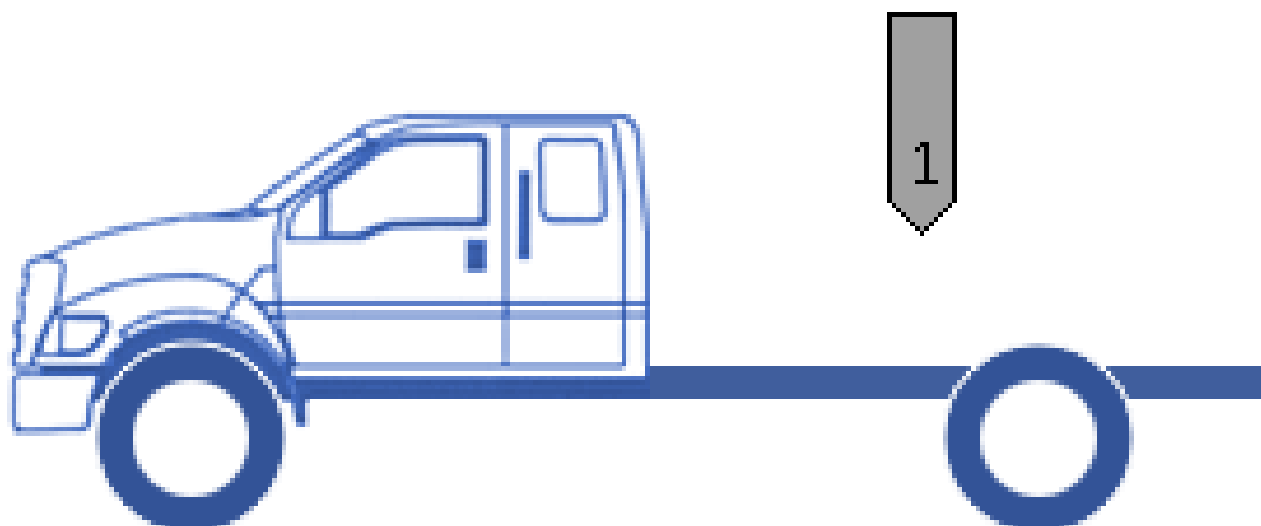
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Vehicle Dimension and Performance Summary (cont'd)



Weight

Licensing

GVWR exceeds 26,000 lbs and requires a Commercial Driver's License (CDL). Contact your local state commercial driver licensing office for specifics on what your state requires.

GVW	Front Axle	Rear Axle	Totals
Chassis	6,612 lbs	3,930 lbs	10,542 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	500 lbs	250 lbs	750 lbs
1 Max Payload - (Max Payload)	2,888 lbs	16,820 lbs	19,708 lbs
TOTAL	10,000 lbs	21,000 lbs	31,000 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	10,000 lbs	21,000 lbs	31,000 lbs
Wheels/Tires	13,220 lbs	24,040 lbs	
Suspension	10,000 lbs	21,000 lbs	
Axle	10,000 lbs	21,000 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Shift Indicator

Vehicle equipped **without** Park Pawl. Shift indicator will display **RNDM**.

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.62	15.00 %	30.35 %
Start grade capability in reverse	4.70	15.00 %	30.88 %
Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	5.68 %
Maximum grade in 9th gear	0.69	3.00 %	4.59 %
Maximum grade in 10th gear	0.63	3.00 %	4.22 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	110 mph
To meet your requirement you need a maximum axle ratio of 8.15			
Top Speed on 3% grade		55 mph	
To meet your requirement you need a maximum of 189 hp			
Cruise Speed		60 mph	79 mph
Engine RPM at desired cruise speed			1,750 rpm

Variables in Use

Start

Rear axle ratio:	5.57	Clutch engagement torque:	400 ft.lbs.
Tire size:	11R22.5 (497 rev/mile)	Torque conversion ratio:	1.97
Gross Vehicle Weight (GVW):	31,000 lbs		

Grade

Rear axle ratio:	5.57	Gross Vehicle Weight (GVW):	31,000 lbs
Tire size:	11R22.5 (497 rev/mile)	Peak engine torque:	800 ft.lbs.

Speed

Engine Power:	270 hp @ 2,400 rpm	Worst road surface	Typical Highway
Governed RPM:	3,200 rpm	Final Drive Ratio:	0.63
Frontal Area:	57.62 ft²	Drag Coefficient	0.80
Cruising RPM	2,300 rpm		

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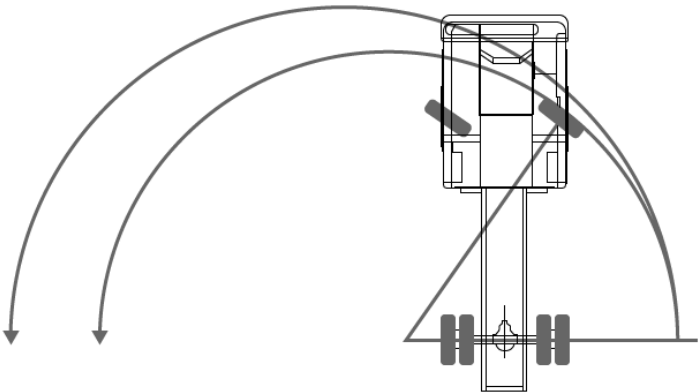
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Vehicle Dimension and Performance Summary (cont'd)

Turning Radius

Turning radius to curb: 24.51 ft
Turning radius to bumper: 26.12 ft



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[<](#) **Business Lookup****License Information:**[New search](#) [Back to results](#)**Entity name:** 72 HOUR LLC**Business name:** NATIONAL AUTO FLEET GROUP**Entity type:** [Limited Liability Company](#)**UBI #:** 604-928-040**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 490 AUTO CENTER DR
WATSONVILLE CA 95076-3726**Mailing address:** 490 AUTO CENTER DR
WATSONVILLE CA 95076-3726

Excise tax and reseller permit status:

Click here

Secretary of State information:

Click here

Owners and officers on file with the Department of Revenue

Owners and officers	Title
COOPER, JESSE	

Registered Trade Names

Registered trade names	Status	First issued
NATIONAL AUTO FLEET GROUP	Active	Jun-22-2022

The Business Lookup information is updated nightly. Search date and time:
7/27/2026 2:48:50 PM

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