# THE CITY OF SPOKANE CITY COUNCIL PUBLIC INFRASTRUCTURE, ENVIRONMENT & SUSTAINABILITY COMMITTEE



#### AGENDA FOR 12:00 P.M. MONDAY, JUNE 16, 2025

The Spokane City Council's Public Infrastructure, Environment & Sustainability Committee meeting will be held at **12:00 PM June 16, 2025**, 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 at <a href="https://my.spokanecity.org/citycable5/live/">https://my.spokanecity.org/citycable5/live/</a> and <a href="https://www.facebook.com/spokanecitycouncil">https://www.facebook.com/spokanecitycouncil</a> or by calling 1-408-418-9388 and entering the access code #2494 546 4105; 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 Public Infrastructure, Environment & Sustainability Committee meeting is regularly held every 3<sup>rd</sup> Monday of each month at 12:00 p.m. 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 testimony 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/ppdRDj8FuXoYDkSy8

#### **UPDATED AGENDA**

#### I. Call To Order

#### II. Discussion Items

- 1. FRIENDS OF THE FALLS BRIDGE NAMING RICK HASTINGS (5 minutes)
- 2. MONTHLY DIRECTOR'S REPORT (JUNE) MARLENE FEIST (10 minutes)
- 3. AQUIFER PROTECTION AREA ILA WITH SPOKANE COUNTY MARLENE FEIST (10 minutes)
- 4. AMENDMENT TO THE RESIDENTIAL LIGHT PROGRAM MOU MARLENE FEIST (10 minutes)
- 5. INTERLOCAL COOPERATION AGREEMENT COMBINED COMMUNICATIONS BUILDING MAGGIE YATES (10 minutes)
- 6. INTERLOCAL AGREEMENT -- CITY OF SPOKANE AND SREC FOR CAD TOM WILLIAMS (10 minutes)
- 7. COMPLETE STREETS ORDINANCE UPDATE JON SNYDER (5 minutes)
- 8. 0370 LOW BID AWARD ARTERIAL PEDESTRIAN HYBRID BEACONS 2022090 DAN BULLER (5 minutes)
- 9. 4100-SBO FOR DESIGN OF SOLAR INSTALLATION AT WATER DEP RAYLENE GENNETT (5 minutes)
- 10. 4100-DEPARTMENT OF COMMERCE CLEAN ENERGY COMMUNITY GRANT AWARD RAYLENE GENNETT (5 minutes)
- 11. 4330 SBO-COMMUNITY BASED PRIVATE PUBLIC PARTNERSHIP JAMES "TREY" GEORGE (5 minutes)
- 12. 0650 CLIMATE PLANNING PHASE 1 WRAP-UP MAREN MURPHY (20 minutes)
- 13. RESOLUTION RATIFYING DECLARATION OF EMERGENCY CHRIS WRIGHT (5 minutes)
- 14. ORDINANCE AMENDING MEMBERSHIP OF CLIMATE RESILIENCE AND SUSTAINABILITY BD CHRIS WRIGHT (5 minutes)
- 15. CITIZENS TRANSPORTATION TRANSPORTATON ADVISORY BOARD 2024 REPORT ABIGAIL MARTIN (10 minutes)

#### III. Consent Items

1. 0370 - LOW BID AWARD - 3RD AVENUE STEVENS TO DIVISION GRIND AND OVERLAY (ENGINEERING SERVICES)

- 2. 0560-CONTRACT WITH PHOENIX COUNSELING FOR DOMESTIC VIOLENCE INTERVENTION (MUNICIPAL COURT)
- 3. 1100 STREETS NUVO GAP MATERIAL VALUE BLANKET (STREETS)
- 4. 1100 STREETS CRACK SEALANT VALUE BLANKET (STREETS)
- 5. 4320 RPWRF CONTRACT FOR HVAC IMPROVEMENTS (WASTEWATER MANAGEMENT)
- 6. 4320 RPWRF CONTRACT FOR BURNER AND BOILER CONTROLS UPGRADE #3 (WASTEWATER MANAGEMENT)
- 7. 4490 PURCHASE AND INSTALLATION OF AN AIR CONDITIONING UNIT (SOLID WASTE DISPOSAL)
- 8. 4490 VALUE BLANKET RENEWAL FOR THE PURCHASE OF MAXON GAS VALVES (SOLID WASTE DISPOSAL)
- 9. 4490 CONTRACT RENEWAL FOR BOILER FEEDWATER PUMP SERVICES (SOLID WASTE DISPOSAL)

#### IV. Public Testimony

#### V. Executive Session

Executive Session may be held or reconvened during any Public Infrastructure, Environment & Sustainability Committee meeting.

#### VI. Adjournment

#### VII. Next Meeting

Next Public Infrastructure, Environment & Sustainability Committee
The next meeting will be held at the regular date and time of 12:00 PM. July 21, 2025.

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

Agenda Sheet for City Council:  Committee: PIES Date: 06/16/2025  Committee Agenda type: Information Only		Date Rec'd	6/10/2025	
		Clerk's File #		
		Cross Ref #		
Council Meeting Date:			Project #	
Submitting Dept	PUBLIC WORKS		Bid #	
<b>Contact Name/Phone</b>	MARLENE FEIST 509-625-6505		Requisition #	
Contact E-Mail MFEIST@SPOKANECITY.ORG				
Agenda Item Type Information Only - Committee		nmittee		
Council Sponsor(s)	KKLITZKE			
Sponsoring at Administrators Request		NO		
Lease? NO	Grant Related? NO		<b>Public Works?</b>	
Agenda Item Name	MONTHLY DIRECTOR'S REPORT (JUNE		)	

#### **Agenda Wording**

Monthly presentation of highlights and upcoming work from the City of Spokane Public Works Department to keep Council apprised.

#### **Summary (Background)**

The Public Works Department serves the community by providing high-quality, environmentally responsible services and infrastructure that protect the public health, maintain public investment and support affordability. This involves providing essential infrastructure like roads, bridges, and water systems, as well as, managing essential services like waste management, garbage and recycling.

What impacts would the proposal have on historically excluded communities?
The Public Works Department services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.
How will data be collected, analyzed, and reported concerning the effect of the
program/policy by racial, ethnic, gender identity, national origin, income level,
disability, sexual orientation, or other existing disparities?
N/A
How will data be collected regarding the effectiveness of this program, policy, or
product to ensure it is the right solution?
The Public Works Department 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?
The Public Works Department work plans and projects are consistent with annual budget strategies to manage
costs, support approved projects in the 6-year CIP, and meet levels of service in the Water System Plan and
Comprehensive Plan.
Council Subcommittee Review

<u>Fiscal Impact</u> Approved in Current Year B			
ADDIOVED III CUITEIIL TEAL D	Budget? N/A		
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	<del>_</del>		
<u>Narrative</u>			
<u>Amount</u>		Budget Account	
Select <b>\$</b>		#	
Funding Source	N/A		
Funding Source Type	<b>e</b> Select		
is this funding sourc	e sustainable f	or future years, months, etc?	
		or future years, months, etc?	
Expense Occurrence	<b>9</b>		
Expense Occurrence Other budget impact	<b>9</b>	erating, match requirements, etc.)	
Expense Occurrence Other budget impact	<b>9</b>		
Expense Occurrence Other budget impact Approvals Dept Head	<b>9</b>	erating, match requirements, etc.)	
Expense Occurrence Other budget impact Approvals Dept Head Division Director	<b>9</b>	erating, match requirements, etc.)	
Expense Occurrence Other budget impact  Approvals Dept Head Division Director Accounting Manager	<b>9</b>	erating, match requirements, etc.)	
Expense Occurrence Other budget impact  Approvals Dept Head Division Director Accounting Manager Legal	<b>9</b>	erating, match requirements, etc.)	
Expense Occurrence Other budget impact  Approvals Dept Head Division Director Accounting Manager Legal For the Mayor	<b>9</b>	erating, match requirements, etc.)	
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Expense Occurrence	<b>9</b>	erating, match requirements, etc.)	

SPOKANE Agenda Sheet	OKANE Agenda Sheet for City Council:		Date Rec'd	6/10/2025
Committee: PIES Date: 06/16/2025 Committee Agenda type: Discussion		Clerk's File #	OPR 2025-0465	
		Cross Ref #	RES 2025-0023	
Council Meeting Date: 07/14/2025		Project #		
Submitting Dept	PUBLIC WORKS		Bid #	
<b>Contact Name/Phone</b>	MARLENE FEIST 509-625-6505		Requisition #	
Contact E-Mail	MFEIST@SPOKANECITY.ORG			
Agenda Item Type Contract Item				
Council Sponsor(s)	KKLITZKE			
Sponsoring at Administrators Request NO				
Lease? NO	<b>Grant Related?</b> N	Grant Related? NO		NO
Agenda Item Name	AQUIFER PROTECTION AREA ILA WITH		H SPOKANE COUNTY	

#### **Agenda Wording**

Adopt the Interlocal Agreement between the City and Spokane County on the allocation and use of Aquifer Protection Area funds.

#### **Summary (Background)**

This Interlocal Agreement between the City of Spokane and Spokane County memorializes the Council's consent for property within the City boundaries to be included in the Spokane Valley-Rathdrum Prairie Aquifer Protection Area (APA) and details how fees will be allocated and used if voters approve a 20-year reauthorization of the APA for the years 2026 through 2045. On April 14, 2025, the City Council passed Resolution 2025-0023, informing Spokane County of the City's authorization to be included in the next 20-year renewal of the APA and to include City voters in the ballot measure ask. Subsequently, the Board of Spokane County Commissioners adopted Resolution 25-0222, placing the APA on the August 5, 2025, election ballot. Aquifer Protection Areas are authorized by RCW 36.36 and approved by a public vote. They provide on-going financial support for a variety of aquifer protection activities, including planning related to protection and preservation of subterranean water, construction of drinking water, stormwater, and wastewater facilities to improve water quality, monitoring and enforcement of standards for protecting groundwater, and public education. The Spokane Valley Rathdrum Prairie Aquifer (SVRP) has been designated as a sole source aquifer since 1978, and today it provides drinking water to more than a half million people, including the residents and businesses within the City of Spokane. The Spokane Valley-Rathdrum Prairie APA would assess a \$15/year fee for each property connected to drinking water. A \$15/year fee for those who aren't connected to sewage treatment also would be applied, but that would affect very few properties within the City of Spokane. Commercial properties would pay based on meter size. The ILA allows for certain APA-wide activities, including education, water quality monitoring, and related work, to be completed by the County's Water Resources Group with APA funds. Remaining funding would be allocated back to participating districts proportionally based on where the funds are collected. City APA funds would be placed in their own account

and spent on activities and projects consistent with RCW 36.36.
What impacts would the proposal have on historically evaluded communities?
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Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a
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## 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.

# <u>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?</u>

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

#### **Council Subcommittee Review**

Fiscal Impact	
Approved in Current Year Bud	lget? N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$

#### **Narrative**

The Spokane Valley-Rathdrum Prairie APA would assess a \$15/year fee for each property connected to drinking water.

<b>Amount</b>		Budget Account
Revenue	<b>\$</b> 0	<b>#</b> 4100-42415-99999-33831-99999
Select	\$	#

<b>Funding Source</b>	N/A		
<b>Funding Source Type</b>	<b>e</b> Select		
		ure years, months, etc?	
Expense Occurrence	e N/A		
Other budget impac	ts (revenue generatii	ng, match requirements, et	c.)
Approvals		Additional Approvals	
Dept Head	FEIST, MARLENE		
<b>Division Director</b>	FEIST, MARLENE		
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		
Distribution List		,	
		caveryt@spokanecity.org	
mmarroquin@spokanecity	.org		

# INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE REGARDING USES AND ALLOCATION OF AQUIFER PROTECTION AREA REVENUES FOR 2026 THROUGH 2045

**THIS AGREEMENT**, made and entered into by and between **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "County," and the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 W. Spokane Falls Blvd., Spokane, Washington 99201, hereinafter referred to as "City." The City and County are jointly referred to herein as the "Parties." The City and County agree as follows.

#### **SECTION NO. 1: RECITALS**

- (a) The City was initially in the Spokane-Rathdrum Aquifer Protection Area established by Spokane County Resolution 04-0785, dated September 14, 2004, and thereafter ratified following submission to voters residing within the Aquifer Protection Area on the November 2, 2004, election pursuant to the provisions of chapter 36.36 RCW.
- (b) The City did not opt to be included in the Aquifer Protection Area during the 20-year renewal period that ends in 2025.
- (c) On December 31, 2025, the County's authorization to collect Aquifer Protection Area fees will terminate unless voters within the Spokane-Rathdrum, now titled the Spokane Valley Rathdrum Prairie Aquifer Protection Area, vote to re-authorize the Spokane Valley Rathdrum Prairie Aquifer Protection Area.
- (d) The County notified the City that the County intended to cause a ballot proposition to be placed before the voters to re-authorize the establishment of the Spokane Valley Rathdrum Prairie Aquifer Protection Area for another 20 years and impose fees on property owners for the withdrawal of subterranean water and on-site sewage disposal and inquired about whether the City would like to rejoin the area.
- (e) On April 14, 2025, the Spokane City Council passed Resolution 2025-0023 informing Spokane County of the City's authorization to be included in the next 20-year renewal of the Aquifer Protection Area and to include City voters in the ballot measure ask.
- (f) On April 22, 2024, the Board of County Commissioners adopted Resolution 25-0222 placing the Aquifer Protection Area on the August 5, 2025, primary election ballot, detailing the fee schedule

- for properties within the Aquifer Protection Area boundary, and setting a 20-year time frame for the Aquifer Protection Area if approved by voters.
- (g) The purpose of this Agreement is to memorialize the City Council's consent for property within the City's physical boundaries to be included in the Spokane Valley Rathdrum Prairie Aquifer Protection Area and identify how the Spokane Valley Rathdrum Prairie Aquifer Protection Area fees will be used and allocated.

#### **SECTION NO. 2: DURATION AND PRE-CONDITION**

This Agreement shall be null and void if the re-authorization of the Spokane Valley – Rathdrum Prairie Aquifer Protection Area is not approved by the voters during an election in year 2025. Moreover, this Agreement shall apply only if and to the extent the boundaries of the re-authorized Spokane Valley – Rathdrum Prairie Aquifer Protection Area include property within the municipal boundaries of the City.

If the re-authorization of the Spokane Valley – Rathdrum Prairie Aquifer Protection Area is approved by the voters in year 2025, then this Agreement shall commence without further action of the Parties on January 1, 2026, and run through December 31, 2045.

#### **SECTION NO. 3:** USES AND ALLOCATION OF AQUIFER PROTECTION AREA FEES

- (a) The City consents to the inclusion of its municipal boundaries within the boundaries of the Spokane Valley Rathdrum Prairie Aquifer Protection Area during the years of 2026 through 2045 in the event voters authorize the Spokane Valley Rathdrum Prairie Aquifer Protection Area.
- (b) During the duration of this Agreement, the County shall be solely responsible for assessing, billing, and collecting the Spokane Valley Rathdrum Prairie Aquifer Protection Area fees in accordance with chapter 36.36 RCW and all other applicable law.
- (c) The City also authorizes the County to use funds from the County budget fund that has been established to receive all Aquifer Protection Area fee deposits (commonly identified as Budget Fund 436) to pay for the County's reasonable costs to (a) bill and collect the Aquifer Protection Area fees from property owners within the Spokane Valley Rathdrum Prairie Aquifer Protection Area, and (b) perform other customer account activities/services directly related to the Aquifer Protection Area fees (hereinafter "County Administration Costs"). All County Administrative Costs charged to Fund 436 shall relate directly to activities/services performed by County staff in conjunction with the above activities related to the Spokane Valley Rathdrum Prairie Aquifer Protection Area.
- (d) The City also authorizes the County to charge County activities directly related to the County's Water Resources Program to include aquifer education and outreach, aquifer monitoring, aquifer data management, aquifer studies, coordination of aquifer protection activities, APA

- administrative staff and operational-related costs to Fund 436. Such charges will occur on a monthly basis and shall be based on actual costs.
- (e) The County agrees that the County's Water Resources Program's activities will be generally distributed amongst the jurisdictions participating in the Spokane Valley Rathdrum Aquifer Protection Area in proportion to the percentage of the total Aquifer Protection Area fees collected from property owners in each jurisdiction.
- (f) The County Water Resources Program's charges to Fund 436 will occur on a monthly basis and shall be based on actual costs. The initial target for County charges is anticipated to be approximately \$500,000 per year and such target is anticipated to vary year to year. Annual budgets should be presented and agreed to by participating jurisdictions as part of the reporting requirements in Section 5.
- (g) For each year this Agreement is in effect, the Parties agree that the total Spokane Valley Rathdrum Prairie Aquifer Protection Area fees remaining at year end after the disbursements authorized in Section 3(c) and 3(d) above shall be distributed annually between the County, the City, and other jurisdictional partners on a proportional basis relative to the amount of Spokane Valley Rathdrum Prairie Aquifer Protection Area fees generated within each jurisdiction's boundaries. Each Party's use of the Spokane Valley Rathdrum Prairie Aquifer Protection Area fees shall be exclusively and solely for purposes authorized under RCW 36.36.040.
- (h) On or before January 30th of each year beginning in 2027, the County shall provide the City with the City's disbursement identified in Section 3(g) above of Spokane Valley Rathdrum Prairie Aquifer Protection Area fees collected during the immediately previous calendar year.
- (i) The Parties agree that either party may audit the other's use of Spokane Valley Rathdrum Prairie Aquifer Protection Area fees at any time during the duration of this Agreement to determine compliance with RCW 36.36.040 and this Agreement. If it is determined that the City's use of the Spokane Valley Rathdrum Prairie Aquifer Protection Area fees is not consistent with the allowable uses provided under RCW 36.36.040, then the County may withhold subsequent Spokane Valley Rathdrum Prairie Aquifer Protection Area fees equal to the amount of fees that were determined to be inconsistent with allowable uses under RCW 36.36.040. If it is determined that the County's use of the Spokane Valley Rathdrum Prairie Aquifer Protection Area fees is not consistent with the allowable uses provided under RCW 36.36.040 or this Agreement, then the County will reimburse the Spokane Valley Rathdrum Prairie Aquifer Protection Area fee fund in an amount equal to the amount of fees that were determined to be inconsistent with allowable uses under RCW 36.36.040.

#### **SECTION NO. 4: NOTICE**

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid

addressed to the County or the City at the address set forth below for such Party, or at such other address as either Party shall from time-to-time designate by notice in writing to the other Party:

**COUNTY**: Spokane County Chief Executive Officer

or his/her authorized representative 1116 West Broadway Avenue Spokane, Washington 99260

**CITY**: Spokane City Administrator

or his/her authorized representative

808 W. Spokane Falls Blvd. Spokane, Washington 99201

**WITH A COPY:** Spokane City Attorney's Office

808 W. Spokane Falls Blvd.

Floor 5

Spokane, Washington 99201

#### **SECTION NO. 5:** REPORTING

Beginning with the fiscal half ending June 30, 2026, the County will provide the City with a semi-annual report that (a) itemizes the County Administrative Costs incurred by the County during the previous six months, (b) itemizes the County Water Resources Program costs incurred by the County during that previous six months, (c) identifies the amount of Spokane Valley – Rathdrum Prairie Aquifer Protection Area funds expended by the County during the previous six months, (d) identifies the balance of funds in the Spokane Valley – Rathdrum Prairie Aquifer Protection Area fund (i.e. Budget Fund 436) at the beginning and at the end of that six-month period, (e) identifies the total amount of Spokane Valley – Rathdrum Prairie Aquifer Protection Area fees collected during the previous six months as well as during the entire calendar year, and (f) identifies planned activities and applicable estimated costs for the next fiscal year. Each semi-annual report shall be delivered to the City on or before the 30th day of the first month following the end of the fiscal half to which the report pertains.

#### **SECTION NO. 6:** COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

#### **SECTION NO. 7:** ASSIGNMENT

No Party may assign in whole or part its interest in this Agreement without the written approval of the other PARTY.

#### **SECTION NO. 8:** LIABILITY

- (a) The County shall indemnify and hold harmless the City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or jointly against the City and the County and their respective officers, agents, and employees, the County shall satisfy the same.
- (b) The City shall indemnify and hold harmless the County and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the County, and its officers, agents, and employees, or jointly against the County and the City and their respective officers, agents, and employees, the City shall satisfy the same.
- (c) If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
- (d) Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.
- (e) The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, chapter 51 RCW, respecting the other party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

#### **SECTION NO. 9: RELATIONSHIP OF THE PARTIES**

The Parties intend that an independent contractor relationship will be created by this Agreement. The County shall be an independent contractor and not the agent or employee of the City, and vice versa. The County shall be solely responsible for the conduct and actions of all County employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or

representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

#### **SECTION NO. 10: PROPERTY AND EQUIPMENT**

The ownership of all property and equipment utilized in conjunction with this Agreement shall remain with the original owner, unless otherwise specifically and mutually agreed to in writing signed by the Parties to this Agreement. For the purpose of this section, the terminology "owner" means that Party which paid the full purchase price for the property or equipment.

#### **SECTION NO. 11:** ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No change, addition, or other modification to this Agreement shall be valid or binding upon the Parties unless such changes, additions, or modifications are in a writing executed by the legislative authority of each Party. This Agreement shall be binding upon the Parties hereto, their successors and assigns.

#### **SECTION NO. 12:** ALTERNATIVE DISPUTE RESOLUTION

For any dispute arising under this Agreement, the Parties shall first attempt to informally resolve the dispute. If informal attempts at resolution are unsuccessful, then the Parties shall submit the dispute to non-binding mediation before a mediator agreed upon by both Parties. If no mediator is agreed upon or the mediation does not resolve the dispute, then either Party may commence an action in a State of Washington court of competent jurisdiction.

#### **SECTION NO. 12: JURISDICTION AND ATTORNEY FEES**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington as to interpretation, performance, and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in a Washington court having jurisdiction. Each Party shall be responsible for their attorney fees and costs incurred in any action.

#### **SECTION NO. 13: SEVERABILITY**

The Parties agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

#### **SECTION NO. 14:** HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

#### **SECTION NO. 15:** FILING

This Agreement shall be filed by the County with such offices or agencies as required by chapter 39.34 RCW.

#### **SECTION NO. 16: EXECUTION AND APPROVAL**

The Parties warrant that the officers executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

#### **SECTION NO. 17:** COMPLIANCE WITH LAWS

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

#### **SECTION NO. 18: ASSURANCE**

The County shall provide the City with the City's proportional share of that amount of those Spokane Valley – Rathdrum Prairie Aquifer Protection Area fees remaining after deducting the true costs paid by the County for (a) County Administrative Costs (as identified herein) and (b) the County Water Resources Program costs (as identified herein). The intent of the Parties is that neither Party will subsidize the other Party or any other jurisdiction where property within the Spokane-Rathdrum Aquifer Protection Area is situated.

#### **SECTION NO. 19: RCW 39.34 REQUIRED CLAUSES**

- (a) **Purpose:** See Section No. 3 above.
- (b) **Organization of Separate Entity**: See Section No. 9 above. No new or separate legal or administrative entity is created or intended to administer the provisions.
- (c) **Duration:** See Section No. 2 above.
- (d) **Termination and Property Upon Termination:** See Section Nos. 2 and 10 above. This Agreement shall terminate only upon expiration of the 20-year term identified in Section No. 2.
- (e) **Responsibilities of the Parties:** See Section Nos. 3 and 5 above.

- (f) Filing: See Section No. 15 above.
- (g) Representatives: See Section No. 4 above.

[signature pages follow]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on date and year opposite their respective signatures.

<b>DATED</b> :	BOARD OF COUNTY COMMISSIONERS
	OF SPOKANE COUNTY, WASHINGTON
	MARY L. KUNEY, Chair
	JOSH KERNS, Vice-Chair
	AL FRENCH, Commissioner
	AMBER WALDREF, Commissioner
ATTEST: Clerk of the Board	
	CHRIS JORDAN, Commissioner
Ginna Vasquez	

<b>DATED</b> :	CITY OF SPOKANE
ATTEST:	
	LISA BROWN, Mayor
TERRI PFISTER, City Clerk	
APPROVED AS TO FORM ONLY:	
MICHAEL PICCOLO, City Attorney	

SPOKANE Agenda Sheet	Agenda Sheet for City Council:		Date Rec'd	6/11/2025
Committee: PIES Date: 06/16/2025 Committee Agenda type: Discussion		Clerk's File #	OPR 2024-0892	
		Cross Ref #	C36467	
Council Meeting Date: 07/14/2025		Project #		
Submitting Dept	PUBLIC WORKS		Bid #	
<b>Contact Name/Phone</b>	MARLENE FEIST 509-625-6505		Requisition #	
Contact E-Mail	MFEIST@SPOKANECITY.ORG			
Agenda Item Type Contract Item				
Council Sponsor(s)	KKLITZKE			
Sponsoring at Administrators Request NO				
Lease? NO	Grant Related? Y	Grant Related? YES		NO
Agenda Item Name	AMENDMENT TO THE F	IGHT PROGRAM MOU		

#### **Agenda Wording**

AMENDMENT: City Council approved \$150,000 in ARPA funds at their June 10, 2024 meeting solely for the purpose of residential street lighting." This MOU created a program to install solar or battery-powered motion sensor flood lights in residential areas focused on the public right of way, with an emphasis on alleys and other areas with low lighting. The proposed new process would be managed by the Office of Neighborhood Services and the 311 Customer Service Department to distribute the lights to homeowners for their own installation. The program would begin upon adoption of the MOU and continue until funds are expended or no later than December 31st, 2026.

#### **Summary (Background)**

AMENDMENT: City Council approved \$150,000 in ARPA funds at their June 10, 2024 meeting solely for the purpose of residential street lighting." This MOU created a program to install solar or battery-powered motion sensor flood lights in residential areas focused on the public right of way, with an emphasis on alleys and other areas with low lighting. The goal would be to improve safety for all uses of the public right of way, address crime and overall safety. The original program concept included 2 elements: 1. A process to reimburse residents who purchase and install an appropriate light. 2. And a process to distribute and install lights who are the victims of crime, who live in high-crime areas, who are unable to purchase a light for reimbursement or who cannon install a light on their own. The original concept proved challenging with both capacity and risk considerations, and the new proposed process suggests having the City purchase the lights and the distribution process similar to the City's Disposal Pass process where a homeowner would apply for a voucher to receive an outdoor solar light to redeem at the 311 Customer Service desk at City Hall and then install on their own. With this concept, the City avoids multiple departments involved in administrative processes and the impression that the program is only for those who can afford to purchase lights initially and wait for reimbursement. While renters can encourage their landlords to benefit from the program, the new concept has the homeowners' themselves applying, also relieving the City of any implicit approval where renters may be installing lights onto buildings they do not own. The original concept for the program would be managed by the Office or Neighborhood Services and the Utility Billing with the ability to work with a subcontractor for the second process. The proposed new process would be managed by the Office of Neighborhood Services and the 311 Customer Service Department to distribute the lights to homeowners for their own installation. The program would begin upon adoption of the MOU and continue until funds are expended or no later than

December 31st, 2026.	
What impacts would the proposal have on historically excluded communities?	
Public Works services and projects are designed to serve all residents. 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	
dentified 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.

# <u>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?</u>

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

#### **Council Subcommittee Review**

# Fiscal Impact Approved in Current Year Budget? YES Total Cost \$ Current Year Cost \$ 150,000.00 Subsequent Year(s) Cost \$

#### <u>Narrative</u>

Amoun	<u>t</u>	Budget Account
Select	\$	#

<b>Funding Source</b>	One-Time		
<b>Funding Source Typ</b>	<u>e</u> Grant		
Is this funding source	ce sustainable for fu	ture years, months,	etc?
ARPA funds			
Expense Occurrence	e		
	ts (revenue generati	ng. match requireme	ents. etc.)
p	io (roronae <b>g</b> onorae		,
Approvals		Additional Approv	als
Dept Head	AVERYT, CHRIS	ACCOUNTING -	BROWN, SKYLER
<b>Division Director</b>	AVERYT, CHRIS		
<b>Accounting Manager</b>	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		
Distribution List			
		caveryt@spokanecity.org	
mmarroquin@spokanecity.org		nzollinger@spokanecity.org	
hhamlin@spokanecity.org		hsweet@spokanecity.org	
<u> </u>			_
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#### **City of Spokane**

### MEMORANDUM OF UNDERSTANDING AND AGREEMENT AMENDMENT

Title: RESIDENTIAL LIGHTING PROGRAM

This Memorandum of Understanding and Agreement ("MOU") Amendment is made and entered into by and between the **SPOKANE CITY COUNCIL** as ("COUNCIL") and the **OFFICE OF NEIGHBORHOOD SERVICES** as ("ONS"), which is part of the City's Neighborhood Housing & Human Services Division, and **UTILITY BILLING** as ("UB"), which is part of the City's Public works Division, individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, a change or revision of the Memorandum of Understanding has been requested, thus the original MOU needs to be formally Amended by this written document; and

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

#### 1. MEMORANDUM OF UNDERSTANDING DOCUMENTS.

The MOU, dated October 24, 2024, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

#### 2. EFFECTIVE DATE.

This MOU Amendment shall become effective on July 1st, 2025.

#### 3. AMENDMENT.

The Scope of Work in the original MOU is revised as follows:

Section 2 – Responsibilities of the Office of Neighborhood Services:

- a. Work with IT and the Web group to create a website and portal for homeowners to request a voucher for a light to be picked up at Spokane City Hall. Work with IT and theweb group, create a portal for residents to submit receipts and proof of installation toprocess appropriate credits.
- b. Work with the Procurement Department to administer a RFQ to received bids from vendors to provide lights for distribution.
- c. Work with the 311 Customer Service Department to create a process for distribution based on the homeowners' address and verified voucher.
- d. Create marketing and community engagement assets to promote the program.

- e. Review documentation submitted by residents and once approved for reimbursement credit, then provide information in an approved format to Utility Billing to add credits to approved customer accounts. (There will be no remittance of money directly to residents.) Is hereby deleted.
- g. Create a process to distribute and install lights for customers who are the victims of crime, who live in high crime areas, who are unable to purchase a light for reimbursement, or who cannot install a light on their own. A sub-contract with a separate agency may be appropriate for all or part of this work. Is hereby deleted.

Section 2 – Responsibility of 311 Customer Service is revised as follows:

- f. Confirm and verify residential addresses and the accompanying issued voucher for homeowners to receive the requested light. Confirm and verify receipts are City Utility customers and that ONS has authorized reimbursement in a form of a utility credit for an appropriately installed light.
- g. Work with the Office of Neighborhood Services to develop a process add the credits to the appropriate utility accounts and a way to display the credit on customers' utility bills to handout distribute lights to City residents homeowners for public safety.

#### Attachment A - Program outline

#### Approach:

City of Spokane residents homeowners will apply for a voucher to then purchase pick up from Spokane City Hall Utilities department (1 per household) a solar –or battery-powered motion sensor flood-r light from the 311 Customer Service Counter an approved list and install it.

Residents would submit a receipt for the purchase plus a photo of the light installed to the Office of Neighborhood Services with pertinent information to receive a refund. Is hereby deleted.

ONS Utilities staff would review the information and authorize reimbursement and distribute the light. Is hereby deleted.

Reimbursement would be in the form of a credit on their City of Spokane utility bill. Is hereby deleted.

Utility Billing would administer the credits on the bill and would be paid back through the lighting program account. Is hereby deleted.

An additional program component would be developed to get lights installed for residents who are victims of crime, who live in high crime areas, who cannot afford the upfront expense, or who need assistance with installation. This may be accomplished through partnerships developed by ONS or through the addition of a subrecipient. Is hereby deleted.

Category	Amount
Marketing Plan & Materials Creation	Up to \$25,000

Purchase and installation of lights for crime	Up to \$50,000 \$125,000
victims and/or high property crime areas	
Reimbursement to citizens in the form of a	\$75,000 plus unused funds from above
utility bill credit for purchasing and installing	categories
lights	_

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.

Dated:	CITY OF SPOKANE
	By: Signature Title:
City Council	
By:	Date
Name	-
Office of Neighborhood Services	
By:	Date
Name	-
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Dated:	

U2025-050a

Return to: City Clerk for City of Spokane 808 W. Spokane Falls Blvd. Spokane, Washington 99201

City Clerk's No. OPR 2025-0459

### INTERLOCAL COOPERATION AGREEMENT COMBINED COMMUNICATIONS BUILDING OPERATIONS

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is entered into by the CITY OF SPOKANE (the "City") on behalf of its Fire and Police Department's dispatch operations and the City of Spokane ITSD Department, the COUNTY OF SPOKANE, (the "County") on behalf of its IT Department, and Spokane Regional Emergency Communications (the "SREC"), jointly referred to as the "Parties."

#### WITNESSETH:

WHEREAS, the Interlocal Cooperation Act (chapter 39.34 RCW) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public entities to provide services in a manner best serving the needs of local communities; and

WHEREAS, the County, pursuant to RCW 36.32.120(6), has the care of county property and the management of county funds and of the business of the County; and

WHEREAS, the City, pursuant to RCW 35.22.280(3), has the power to control the finances and property of the City; and

WHEREAS, the Board of County Commissioners (the "Board"), by Resolution No. 00-0875, adopted on October 10, 2000, found that the health, welfare and safety of the County's residents would be furthered by the acquisition, construction, installation, operation and maintenance of a Combined Communications Building (the "CCB"); and

WHEREAS, there was a previous Interlocal Agreement governing the management of the CCB which included the County, the 9-1-1 Board and the City, adopted in 2004; and

WHEREAS, both the City and County made significant contributions to the capitol costs of the CCB; and

WHEREAS; pursuant to Resolution No. 2018-0245, Spokane County under RCW 35.21.730-.759 created Spokane Reginal Emergency communications (the "SREC") to undertake, assist with, and otherwise facilitate the public function of providing an emergency communications and emergency management services, including but not limited to dispatch, and perform any other public function relating to providing such service; and

WHEREAS, the IT Departments of both the City and the County are also using a portion of the CCB as well as City Police and City Fire; and

WHEREAS, SREC began offering certain dispatch and related services to Spokane County Fire Districts and the Spokane County Sheriff's Office (the "Services") on or about July 1, 2019; and

WHEREAS, these Services are provided utilizing the CCB, all Parties to this Agreement agree they should pay a pro-rata share of CCB expenses as it relates to their use of the CCB facility; and

WHEREAS, this agreement is intended to commence on January 1, 2025 for all current operations listed in Section 6(B) and is a correction for previous capital costs as listed in Section 6(A). The term of this contract is 24 months though previous expenses are captured as set forth below.

Now, Therefore,

The Parties agree as follows:

- 1. PURPOSE. The purpose of this Agreement is to set forth the Parties' understandings regarding the ownership, administration, management, on-going operations and payment for lease and services of the CCB. For the purpose of this Agreement, the terminology CCB shall mean that building and all property associated therewith, including parking, located at 1620 N. Rebecca Street, Spokane, Washington 99217.
- 2. OWNERSHIP. The City will continue to own the building housing the CCB, however there will be no lease cost to the Parties throughout the term of this Agreement.
- 3. PREMISES. The City agrees that the Parties will occupy space in the CCB based on their proportion of occupancy and use costs as agreed by the Parties and as set forth in Section 6A in this Agreement.

#### 4. ADMINISTRATION/ MANAGEMENT.

- A. Management of each operational function and area within the CCB is the responsibility of the Party occupying that space.
- B. The City Fire Chief will be responsible for the administration of this Agreement and ensuring that the adopted policies of the Site Council are implemented in an effective and timely manner.
- C. A Site Manager will be assigned by the City Fire Chief. The Site Manager will be responsible for the management and maintenance of the CCB's building and grounds. The Site Manager will work directly with the division heads from each of the Parties to ensure that policy, procedures, training and maintenance are carried out and that coordination of activities occurs to maintain appropriate standards. The cost of the time the Site Manager spends on these duties will be shared among the Parties and will be included in the annual budget for the CCB and shared among the Parties as provided for in Section 6 A hereinafter.
- D. Each Party will commit staff to developing and maintaining, with the other Parties, a building operations procedure manual that will be followed by all personnel working in the building. The final manual shall be jointly approved by the City Fire Chief and the Site Council.

#### 5. MAINTENANCE/OPERATION.

- A. The Site Manager will be responsible for obtaining operational and maintenance services for the CCB, including:
  - 1) Utilities telephone service (not associated with 911 systems, switches, or other equipment), gas, water, electric, sewer, solid waste, aquifer protection, storm water and other similar services.
  - 2) Site Maintenance lawn care, lawn sprinkler care, snow removal, private road and parking lot repair/ maintenance, including fencing, and other similar services.
  - 3) Operational and Building Maintenance janitorial, HVAC, detection / protection / security systems testing and maintenance, property insurance coverage for building, emergency power facilities/ features including generator / UPS / battery backup and general building condition.
- B. The Site Manager is not responsible for any equipment associated with the direct operation of any party (e.g., Enhanced 911 system, radios, consoles, CAD systems).

#### 6. BUDGET/FINANCE/COSTS.

A. Costs. Commencing effective July 1, 2019, all maintenance/operational and building and site capital costs, including insurance, will be allocated and paid by the Parties based on the square footage of their dedicated and shared space within the building. The percentage allocations are as follows:

a. Spokane Fire =	11.5%
b. Spokane Police =	14.7%
c. SREC=	71.8%
d. City of Spokane IT =	1.0%
e. Spokane County IT=	<u>1.0%</u>
f. Total =	100.0%

B. Commencing effective November 1, 2022, all maintenance/operational and building and site capital costs, including insurance, will be allocated and paid by the Parties based on the square footage of their dedicated and shared space within the building. The percentage allocations are as follows:

a.	Spokane Fire =	0%
b.	Spokane Police =	20.45%
C.	SREC =	77.55%
d.	City of Spokane IT =	1.0%
e.	Spokane County IT =	<u>1.0%</u>
f.	Total =	100.0%

These percentages are based on the actual square footage calculations of spaces occupied. IT space has been approximated based on server rack footprints.

These percentages will remain in place until there are changes to the space allocation for a Party that would substantially change the percentages. The Site Council will approve any change in the percentages.

- C. Budgeting Special Revenue Fund. The CCB will be operated as a separate Special Revenue Fund within the City's budgeting structure. All non-retroactive payments to the City for CCB services will be deposited in this Fund and CCB expenditures will be made from this Fund. The monies in this fund will be held by the City for the sole purposes of maintaining and operating the CCB so long as the CCB is used for the purpose intended. In the event the CCB is not used for the purpose intended, any money in the Fund will be returned to the Parties based on their proportionate payment into the Fund. The City may not borrow any moneys from this fund without prior approval from the Site Council. By its very nature, this Special Revenue Fund is a rollover fund through which all reserve, cash carryover and unencumbered funds from one fiscal year will carry over to the next fiscal year. The Site Manager is responsible for managing this Fund within the policy direction established by the Site Council.
- D. Audit. The Site Council or any party to this Agreement may call for an audit of the Special Revenue Fund at any time. Cost of the audit requested by the Site Council will be borne by the Parties on the same percentage basis as set forth in Section 6 A herein above. Cost of an audit requested by a Party to this Agreement shall be borne by that Party.
- E. Accounting. All accounting of revenue and expenditures of the CCB will be through the City Accounting Department using generally accepted accounting principles. Any capital replacement cost will be determined by the Site Council and depreciated over its expected useful life. These amortized costs will be shared based on each Party's payment percentage.
- F. Billing/Payments:
  - 1) Annual Charges. Each year by December 1st, the Site Manager will provide to the Site council, for its consideration, the expected annual charges for each Party for the next calendar year. This estimated cost would be based on previous years' experience plus any additional charges approved by the Site Council.
  - 2) Prior Charges. The parties recognized that the prior Agreement for the CCB expired on December 31, 2021. The parties agree to the payment for past shared costs set forth this is paragraph.

For the time period of January 1, 2022 to October 31, 2022, the Site Manager has compiled the expenses for the CCB to be \$525,933.34. For the time period of November 1, 2022 through December 31, 2023, the Site Manager has compiled the expenses for the CCB to be \$649,925.51. For the time period of January 1, 2024 through December 31, 2024, the Site Manager has compiled the expenses for the CCB to be \$629,872.88. These costs will be allocated to the Parties based on the percentages set

forth in Section 6 A & B herein. SREC and the County will remit these amounts to the City within thirty (30) days of the execution of the Agreement. Adjustments (either refunds to those who overpaid or additional payments by those who may have underpaid) will be promptly remitted.

- 3) Billing. Each Party will be billed the annual contract amount pursuant to Section 6 B which is to be paid to the City no later than March 1<sup>st</sup> of each year, beginning in 2025. The annual contract amount shall be based on the budget amount approved by the Site Council. By April 15<sup>th</sup> of each year the Site Manager will reconcile the actual expenses incurred by the City against the payments received from the Parties to this Agreement for the previous year. Each Party will then either be billed for the pro-rata amount of excess expenses or be provided refunds for overpayment. If costs are projected to be exceed the budgeted amount, resulting in a potential billing in the next year for excess costs, the City will inform the Site Council of such event as soon as reasonably known.
- 4) Dispute Resolution. Any Party may appeal its annual charge. Any appeal shall be in writing and shall be received by the chairperson of the Site Council within ten (10) working days of the Party's receipt of its annual billing. Upon receipt of the appeal, the Site Council chairman shall convene the Site Council to consider the appeal. The Party appealing the annual charge shall be afforded an opportunity to personally appear through its representative in front of the Site Council to address its appeal. The Site Council shall issue a written decision on the appeal. The appealing member of the Site Council shall not participate in their/its appeal. The written decision of the Site Council shall be binding on the appealing Party.
- 7. INSURANCE. The Site Manager shall ensure that the City obtains and keeps in force property insurance for the replacement cost of the building. Each Party shall be responsible for its own comparative negligence, property damage covering its personal contents and equipment, business interruption, Worker's Compensation (if appropriate), general liability, automobile liability.

#### 8. LIABILITY.

- A. Each Party shall defend, indemnify and hold harmless the other parties from any liability, loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused by any act or omission of the indemnified Party, its officers, employee and agents in connection with this Agreement.
- B. Each Party waives immunity under Title 51 RCW solely as to the other Parties. The Parties have specifically negotiated this provision.
- 9. TERM. The initial term of this Agreement shall be twelve (12) months beginning January 1, 2025 and ending on December 31, 2025, renewable for additional periods as agreed among the Parties. The parties agree to coordinate with each other regarding

the expiration of this agreement in order to accommodate each party's transition. The parties agree to provide one hundred eighty (180) days advanced written notice to terminate the agree pursuant to Section 10 below.

- 10. TERMINATION. Any Party may otherwise terminate its participation in this Agreement at any time with one hundred eighty (180) days advanced written notice to the other Parties.
- 11. NOTICES. All notices shall be in writing and served either personally or by certified mail, postage prepaid, return receipt requested to the following persons. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.
- ► City: Mayor of the City of Spokane Seventh Floor, City Hall 808 West Spokane Falls Blvd Spokane, Washington 99201
- ► County: Spokane County IT 1100 West Mallon Avenue Spokane, Washington 99260-0300

City Clerk, City of Spokane Fifth Floor, City Hall Blvd 808 West Spokane Falls Blvd Spokane, Washington 99201

Spokane County Clerk of the Board of Commissioners 1116 West Broadway Avenue Spokane, Washington 99260-0100

- ➤ SREC 1620 N. Rebecca Street Spokane, Washington 99217
- 12. NO SEPARATE ENTITY CREATED. This Agreement does not create nor seek to create a separate legal entity pursuant to RCW 39.34.030(3)(b).
- 13. FILING OF THIS AGREEMENT. The City shall cause this Agreement to be filed with the Spokane County Auditor.
- 14. PROPERTY UPON TERMINATION. Title to all property acquired by a Party under this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.
- 15. AMENDMENTS. This Agreement may be amended at any time by mutual Agreement of all Parties executed with the same formalities as the present Agreement.
- 16. SEVERABILITY. Any provision of the Agreement which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof; and such other provision shall remain in full force and effect.
- 17. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

- 18. HEADING. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
- 19. EXECUTION AND APPROVAL. The Parties warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.
- 20. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- 21. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

COUNTY OF OBOUANE

COUNTY OF SPORANE	CITY OF SPOKANE	
By	By	
Signature Date	Signature Date	
Type or Print Name	Type or Print Name	
Title	Title	
Attest:	Attest	
Clerk of the Board	City Clerk	
	Approved as to form:	
	Assistant City Attorney	

### SPOKANE REGIONAL EMERGENCY COMMUNICATIONS

By	
Signature	Date
e.g. atare	Date
<del></del>	
Type or Print Name	
Title	

# INTERLOCAL AGREEMENT BETWEEN CITY OF SPOKANE AND SPOKANE REGIONAL EMERGENCY COMMUNICATIONS REGARDING THE USE OF A FIRE DISPATCH COMMUNICATION AIDED DISPATCH SYSTEM

This Agreement is between the City of Spokane, a political subdivision of the State of Washington ("City"), and Spokane Regional Emergency Communications, a public development authority and municipal corporation ("SREC"), acting by and through its Board of Directors; individually referred to herein as "Party" and collectively referred to herein as "Parties."

WHEREAS, SREC was formed by Spokane County pursuant to Spokane County Ordinance 2018-0245, as amended by Spokane County Ordinance 18-0772, for the purpose of undertaking, assisting with, and otherwise facilitating the public function of providing emergency communications and emergency management services, including but not limited to the provision of dispatch through the operation of a Public Safety Answering Point (PSAP) and Emergency Communications Center (ECC), all as authorized by RCW 35.21.730 through RCW 35.21.759; and,

WHEREAS, the City is in possession of the Infor Enroute Computer Aided Dispatch System (CAD System), previously purchased and shared by the members of the Combined Communications Center (CCC); and

WHEREAS, in order to continue providing fire dispatch emergency communications services to the City and to former members of the CCC that are current members and/or customers of SREC, SREC is in need of the continued access to and use of the CCC CAD System held by the City and Information Technology (IT) services provided by the City related to the CAD System; and

WHEREAS, Chapter 39.34 RCW (Interlocal Cooperation Act), authorizes public agencies to contract with each other to perform certain functions which each may legally perform.

NOW THEREFORE, the Parties agree as follows:

- 1. <u>PURPOSE</u>. The purpose of this Agreement is to set forth the Parties' understanding of the terms and conditions under which the City shall allow SREC access to and use of the CAD System and IT services.
- 2. <u>DURATION/TERMINATION</u>. This Agreement is effective upon approval by the governing bodies of both Parties, unless and until terminated by either Party upon ninety (90) days' written notice to the other Party.
- 3. <u>FEES AND INVOICES.</u> SREC shall pay the City for use of and access to the CAD System and IT services. Such fee shall be determined by SREC paying a percentage of all costs associated with the CAD System and IT services based on the percentage of call volume, using a formula equal to SREC Call Volume divided by Total Call Volume for the time period prior to SFD's consolidation in SREC. From July 1, 2022 to October 31, 2022,

such percentage shall be 45%. For the period beginning November 1, 2022, 100% of CAD system related costs incurred by the City shall be charged to SREC.

The City shall bill SREC for the use of the CAD System and related IT services on an annual basis. For the prior period of July 1, 2022 through October 31, 2022 the City shall bill SREC the Sum of \$91,963.49. For the period of November 1, 2022 through December 31st 2023 the City shall bill SREC the sum of \$139,458.10. For the period of January 1, 2024 - December 31st, 2024, the City shall bill SREC the sum of \$104,400.77. For the period of January 1, 2025 through December 31, 2025, the City shall bill SREC the total sum off CAD IT and software related charges. Payment for the prior periods will be made within 30 days of the date the parties sign this Agreement.

- 4. <u>AUDIT /RECORDS</u>. The City shall provide access to authorized representatives of SREC, at reasonable times and in a reasonable manner, to inspect and copy the financial records of the City in support of the invoices billed under this Agreement. 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.
- 5. <u>NOTICES</u>. All notices or other communications shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) upon confirmation of delivery of an email communication sent to the email address indicated below; or (iii) on the third day following the day on which the same have been mailed by regular U.S. Mail, postage prepaid, addressed to the Parties at the mailing address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to each other:

SREC: Lori Markham, Executive Director SREC

1620 N Rebecca Street Spokane, Washington 99217 Email: Lori.Markham@srec9l l.org

CITY: Tom Williams, Assistant Fire Chief

Spokane Fire Department 44 West Riverside Avenue

Spokane, WA 99201

Email: tmwilliams@spokanecity.org

- 6. <u>ASSIGNMENT</u>. This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the written approval of the other Party.
- 7. <u>RELATIONSHIP OF THE PARTIES</u>. The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of SREC for any purpose. Likewise, no agent, employee, servant or representative of SREC shall be deemed to be an employee, agent, servant or representative of the City for any purpose.

8. <u>INDEMNIFICATION</u>. Each Party shall be responsible for its acts, errors or omissions and the acts, errors or omissions of its regents, officers, directors, employees, agents, servants, volunteers, contractors, and subcontractors.

To the fullest extent permitted by law, and as partial consideration for SREC entering into this Agreement, City shall indemnify, defend, hold harmless, and waive any and all claims against SREC and all their officers, directors, employees, and agents from and against any and all liability of any type or nature whatsoever to persons or property resulting from or arising out of this Agreement, the use of the CAD System for the provision of public safety communication services within the City of Spokane and the negligent or intentional acts or omissions of City's agents, contractors, subcontractors, employees, servants and volunteers, no matter what the loss, damage, or injury, and from whatever cause. This clause shall not apply where the cause of the loss, damage, or injury is the result of the sole negligence of SREC, its officers, agents, or employees.

Likewise, SREC shall indemnify, defend, hold harmless, and waive any and all claims against the City of Spokane and all their officers, directors, employees and agents from and against any and all liability of any types or nature whatsoever to persons or property resulting from or arising out of this Agreement, the use of the CAD System for the provision of public safety communication services within the City of Spokane and the negligent or intentional acts or omissions of SREC's agents, contractors, subcontractors, employees, servants and volunteers, no matter what the loss, damage or injury, and from whatever cause. This clause shall not apply where the cause of the loss, damage, or injury is a result of the sole negligence of the City of Spokane, its officers, agents, or employees.

9. <u>INSURANCE</u>. At its own expense, the Parties shall procure and maintain during the entire term of this Agreement the insurance coverages and limits described in this Section 9. This insurance shall be issued by an insurance company or companies admitted and licensed by the Insurance Commissioner to do business in the State of Washington, or by a Public Entity Insurance Pool, authorized by RCW 48.62. Commercial insurers must have a rating of A-VII or better by "Best's Insurance Reports," or a comparable rating by a company acceptable to the opposing Party.

## A. Types of Required Insurance.

- 1. General Liability Insurance covering any and all claims for bodily injury, personal injury, or property damage arising out of the Parties' performance of this Agreement. Such insurance must include liability coverage with limits not less than those specified below:
  - Combined Single Limits per Occurrence: \$3,000,000
  - Annual Aggregate: \$5,000,000
- 2. State of Washington Worker's Compensation Insurance or equivalent, with respect to any work performed under this Agreement;
- 3. Employer's Liability or Stop Gap insurance coverage with limits not less than those specified below. Insurance must include bodily injury coverage with limits not less than those specified below.

#### Each Employee:

Policy Limit: \$1,000,000
 By Accident: \$1,000,000
 By Disease: \$1,000,000

- B. Terms of Insurance. The policies required under this Section 9 shall name the opposing Party, its officers, employees, and agents as named insureds, and Proof of Liability Coverage/Insurance shall be provided to the other Party evidencing the same within ten (10) business days following execution of this Agreement and shall maintain the above insurance at all times this Agreement is in effect. Furthermore, all policies of insurance shall meet the following requirements:
  - 1. Policies shall be written as primary policies not contributing with and not in excess of coverage that SREC may carry;
  - 2. Policies shall expressly provide that such insurance may not be canceled or non-renewed except upon thirty (30) days prior written notice from the insurance company/pool to SREC;
    - 3. All liability policies must provide coverage on an occurrence basis; and
    - 4. Liability policies shall not include exclusions for cross liability.
- C. Proof of Insurance. Each Party shall furnish evidence of liability coverage/insurance in the form of a Certificate of Insurance/Memorandum of Liability Coverage satisfactory to the other Party and executed by a duly authorized representative of each insurer/coverage provider showing compliance with the insurance/liability coverage requirements described in this Section 9 and, if requested, copies of policies to the opposing Party subject to this Agreement. The Certificate of Insurance/Memorandum of Liability Coverage shall reference this Agreement. Receipt of such certificates or policies by either Party does not constitute approval by a Party of the terms of such policies. The Parties acknowledge that the coverage requirements set forth herein are the minimum limits of insurance that the Parties must purchase to enter into this Agreement. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these limits of coverage does not relieve the Parties from liability for losses and settlement expenses greater than these amounts. The requirements of this section may be met with self-insured retention and excess coverage.
- 10. <u>VENUE STIPULATION</u>. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. This Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- 11. <u>COMPLIANCE WITH LAWS</u>. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

12. <u>NON-DISCRIMINATION</u>. 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, gender identification or expression, 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.

#### 13. MISCELLANEOUS.

- A NON-WAIVER No waiver by any Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.
- B. ENTIRE AGREEMENT. This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless the change or addition is in writing, executed by the Parties.
- C. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- D. HEADINGS. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
- E. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- F. SEVERABILITY. If any term or provision of this Agreement is held by the courts to be illegal or invalid, the remaining terms and provisions shall not be affected.

#### 14. RCW 39.34 REQUIRED CLAUSES.

- A PURPOSE. See section I above.
- B. DURATION. See section 2 above.
- C. ADMINISTRATION AND ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS. City shall administer the terms of this Agreement. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
  - D. RESPONSIBILITIES OF THE PARTIES. See provisions above.

- E. AGREEMENT TO BE FILED. City shall file this Agreement with its City Auditor or place it on its website or other electronically retrievable public source. SREC shall place it on its website or other electronically retrievable public source.
- F. FINANCING. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
  - G. TERMINATION. See section 2 above.
- H. PROPERTY UPON TERMINATION. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS	CITY OF SPOKANE
By Signature Date	By Signature Date
Type or Print Name	Type or Print Name
Title	Title
Attest Approved as to form:	Approved as to form:
City Clerk	Assistant City Attorney

OKANE Agenda Sheet for City Council:			Date Rec'd	6/11/2025
Committee: PIES Date: 06/16/2025 Committee Agenda type: Discussion			Clerk's File #	
			Cross Ref #	
Council Meeting Date: 07/14	/2025		Project #	
Submitting Dept	MAYOR		Bid #	
Contact Name/Phone	JON SNYDER 6069		Requisition #	
Contact E-Mail	JSNYDER@SPOKANECITY.ORG			
Agenda Item Type	First Reading Ordinance			
Council Sponsor(s)	KKLITZKE			
<b>Sponsoring at Adminis</b>	trators Request NO			
Lease? NO	Grant Related? NO Public Works? NO		NO	
Agenda Item Name	COMPLETE STREETS ORDINANCE UPDATE			

## **Agenda Wording**

Final draft of Complete Streets Ordinance update for hearing consideration.

# **Summary (Background)**

The Complete Streets ordinance has not been updated since it was passed in 2011. The goal of updating the ordinance is capture more projects, make City Spokane grant applications more competitive for state funding, update outdated references and to better reflect current practices at the City. An initial draft of the ordinance was presented at the joint Planning Commission, Transportation Commission meeting in April. Feedback from that meeting has been incorporated into the subsequent draft. Further feedback from the May 15 Planning Commission meeting was incorporated as well. The Transportation Commission had it's hearing on the draft May 21 and the ordinance was unanimously approved by the Transportation Commission.

What impacts would the proposal have on historically excluded communities?
N/A
How will data be collected, analyzed, and reported concerning the effect of the
program/policy by racial, ethnic, gender identity, national origin, income level,
disability, sexual orientation, or other existing disparities?
N/A
How will data be collected regarding the effectiveness of this program, policy, or
product to ensure it is the right solution?
N/A
Describe how this proposal aligns with current City Policies, including the
Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program,
Neighborhood Master Plans, Council Resolutions, and others?
N/A
Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Bu	dget? N/A		
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
Narrative			
Amount		Budget Account	
Select \$		#	
Funding Source	N/A		
<b>Funding Source Type</b>	Select		
		ture years, months, et	
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Expense Occurrence			
Other budget impacts		ng, match requiremen	its, etc.)
Other budget impacts  Approvals			its, etc.)
Other budget impacts  Approvals  Dept Head		ng, match requiremen	its, etc.)
Approvals Dept Head Division Director		ng, match requiremen	its, etc.)
Approvals Dept Head Division Director Accounting Manager		ng, match requiremen	its, etc.)
Approvals Dept Head Division Director Accounting Manager Legal		ng, match requiremen	its, etc.)
Approvals Dept Head Division Director Accounting Manager Legal For the Mayor		ng, match requiremen	its, etc.)
Approvals Dept Head Division Director Accounting Manager Legal		ng, match requirement	its, etc.)
Approvals Dept Head Division Director Accounting Manager Legal For the Mayor Distribution List		ng, match requiremen	its, etc.)
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# BRIEFING PAPER: Complete Streets Ordinance final draft City of Spokane Planning Commission 6/11/2025

#### Subject:

Final draft of Complete Streets Ordinance update for hearing consideration.

#### **Background:**

The Complete Streets ordinance has not been updated since it was passed in 2011. The goal of updating the ordinance is capture more projects, make City Spokane grant applications more competitive for state funding, update outdated references and to better reflect current practices at the City.

An initial draft of the ordinance was presented at the joint Planning Commission, Transportation Commission meeting in April. Feedback from that meeting has been incorporated into the subsequent draft. Further feedback from the May 15 Planning Commission meeting was incorporated as well. The Transportation Commission had it's hearing on the draft May 21 and the ordinance was unanimously approved by the Transportation Commission.

#### **Relationship to Plans/Actions:**

Complete Streets supports the goals of the Comprehensive Plan, Chapter 4, Transportation.

#### **Timeline/ Further Action:**

The Planning Commission can take action to recommend this ordinance update at the hearing scheduled for June 11. If the ordinance is recommended to the Council, then the Council will consider the ordinance at their next PIES meeting on June 16.

#### **ORDINANCE NO. C---36720**

An ordinance updating the City of Spokane's Complete Streets Program; amending Sections 04.40.080, 17H.020.010, 17H.020.030, 17H.020.040, and 17H.020.060; adopting new Sections 17H.020.015, 17H.020.055, 17H.020.070, and 17H.020.080; and repealing Sections 17H.020.020 of the Spokane Municipal Code.

WHEREAS, the Transportation Commission was created in 2024 when the City Council enacted Ordinance C36517, which, when codified in Chapter 04.40 of the Spokane Municipal Code, established the commission and set forth its duties and responsibilities; and

WHEREAS, since creation of the Transportation Commission in 2024, the City Council has enacted changes to Chapter 16A.64 of the Spokane Municipal Code, including changing the name of the traffic calming program to the "Safe Streets for All," program; and

WHEREAS, the "Complete Streets Program," codified in Chapter 17H,020 of the Spokane Municipal Code in 2011, has not been updated since its initial enactment and does not reflect creation of the Transportation Commission; and

WHEREAS, the City Council wishes to update the Complete Streets Program and make additional changes to the Transportation Commission duties to reflect its role with respect to Complete Streets Program;

## **NOW, THEREFORE,** the City of Spokane does ordain:

**Section 1.** That Section 04.40.080 of the Spokane Municipal Code is amended to read as follows:

#### Section 04.40.080 Duties and Responsibilities

The Transportation Commission shall have the following duties and responsibilities:

A. The Transportation Commission shall study significant transportation issues and make recommendations to the Mayor and Council, consistent with <u>Chapter 16A.84</u> and <u>Chapter 17H.020</u> of the Spokane Municipal Code and the City's Comprehensive Plan (Transportation Element), and with due regard for the following considerations:

1. Meet mobility needs by providing facilities for all transportation options, including walking, bicycling, public transportation, private vehicles, and other choices.

- 2. Promote healthy communities by providing and maintaining a safe transportation system with viable active mode options that provides for the needs of all travelers, particularly the most vulnerable users.
- 3. Encourage open, accessible, internal multi-modal transportation connections to adjacent properties and streets on all sides.
- 4. Study and promote technological advancements in transportation infrastructure design, materials, and methods that improve safety, reduce maintenance costs, and enhance performance.
- 5. Prioritize the safety of people walking, pursuant to <a href="SMC 16A.84.020">SMC 16A.84.020</a>.
- 6. Collaborate with the Plan Commission to make recommendations for the City's transportation system that further the goals of the Comprehensive Plan and support the City's vision for the development and redevelopment of land.
- B. The Transportation Commission may consider and make recommendations on specific transportation projects as determined by the annual work plan and upon request by City staff or major stakeholders.
- C. Six-Year Comprehensive Street Program The Transportation Commission, in consultation with the Plan Commission, shall review and make recommendations on street improvements as part of the Six-Year Comprehensive Street Program. The Transportation Commission shall review requested exceptions to the Complete Streets Program as required by SMC Chapter 17H.020. Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty.
- D. Transportation Benefit District The Transportation Commission shall make recommendations to the City Council regarding a comprehensive program for the following programs:
  - 1. Use of Transportation Benefit District (TBD) program funds; and
  - 2. Use of funds allocated by the Street Department for residential/local access street maintenance: and
  - 3. Required investments in pedestrian improvements per SMC 08.16.060.

The Transportation Benefit District (TBD) Administrator and Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty. The Street Department shall assist with identification of residential/local access streets appropriate for repair.

E. Bicycle Master Plan - The Transportation Commission, in consultation with the Plan Commission and Bicycle Advisory Board, may initiate revisions to the Bicycle Master Plan and recommend projects and policies that support bicycling as a viable and safe

form of transportation in the city of Spokane. The Planning and Economic Development Services Department and Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty.

- F. Pedestrian Master Plan The Transportation Commission, in consultation with the Plan Commission, shall review and recommend updates to the Pedestrian Master Plan as required by <a href="Moleon 16A.84.030">SMC 16A.84.030</a>. The Planning and Economic Development Services Department and Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty.
- G. Parking System The Transportation Commission shall make recommendations for changing parking rates for on-street parking and recommend policies or projects to improve the parking environment. The Transportation Commission shall make funding recommendations for Parking System Fund eligible projects and activities as prioritized by the City Council in <a href="SMC 07.08.130">SMC 07.08.130</a>. The City Parking Manager and the Code Enforcement and Parking Services Department shall provide staff support to the Transportation Commission to help fulfill this duty.
- H. ((Traffic Calming)) Spokane Safe Streets for All Program The Transportation Commission shall make annual recommendations to the City Council on the following:
  - 1. the addition, relocation, or removal of automated traffic safety cameras consistent with Chapter 16A.64 of the Spokane Municipal Code and state law;
  - 2. Recommendations for projects and priorities to be funded by revenues generated from automated traffic safety cameras, consistent with state and local provisions governing the use of such funds; and
  - 3. the operation of the automated safety program and any contracts associated with its implementation.

The Commission may make recommendations more frequently than annually as needed. Nothing in this subsection shall affect camera locations, projects or expenditures previously approved by the City Council as of the effective date of this ordinance. The Manager of Neighborhood Connectivity Initiatives and Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill these duties.

I. Annual Report – The Transportation Commission shall issue an annual report on the state of transportation in the city of Spokane. This report shall include the status of transportation projects, progress of Complete Streets Implementation, transportation improvement expenditures, revenues, construction schedules, any newly acquired data and predictive analytics, and the status and outcome of any transportation studies. Pursuant to RCW 36.73.160, the report shall satisfy the reporting requirements of the Transportation Benefit District.

- J. Annual Work Plan The Transportation Commission shall establish an annual work plan in consultation with the directors of Integrated Capital Management, Planning and Economic Development Services, Street Department, Code Enforcement and Parking Services, the Transportation Benefit District Administrator, and the Manager of Neighborhood Connectivity Initiatives. The annual work plan shall be adopted by the City Council.
- K. At least once per year the Commission shall convene an ad hoc subcommittee, composed of Commission members and city staff, to review the details of all collisions occurring in the prior year that involve vehicles, bicycles and/or pedestrians and which result in death or serious injury on public ways within the City. After such review, the ad hoc subcommittee may propose design modifications to enhance roadway safety. Such recommendations need not be limited to the particular location of the incident and may propose system-wide changes if appropriate. The ad hoc subcommittee shall present its findings to the full commission either separately or as part of an annual report on fatal and serious injuries in the public way.
- L. The Commission shall meet no less than once per month, and may meet more frequently as needed or cancel regular meetings as circumstances may dictate.

**Section 2.** That Section 17H.020.010 of the Spokane Municipal Code is amended to read as follows:

# Section 17H.020.010 Purpose

The purpose of the Complete Streets Program is to ensure all users are ((planned)) planned for in the construction of all City transportation improvement projects as outlined in the Comprehensive Plan and detailed in the adopted ((Bike)) Bicycle Master Plan, Bicycle Priority Network, and Pedestrian Master Plan, and the American with Disabilities Act (ADA) Transition Plan.((In enacting this ordinance, the City of Spokane encourages healthy, active living, reduction of traffic congestion and fossil fuel use, and improvement in the safety and quality of life of residents in the City of Spokane by providing safe, convenient, and comfortable routes for walking, bicycling, and public transportation.)) This ordinance creates a balanced transportation system by providing safe, accessible, and efficient connections between destinations, and at the same time, encourages healthy and active living, reduces traffic congestion, greenhouse gas emissions, tire particulate pollution and noise pollution, accommodates all users of roadways, and improves the safety and quality of life of City of Spokane residents by providing safe, accessible and efficient routes for walking, bicycling, and public transportation systems. The Complete Streets Program will improve street connectivity of all modes and better integrate land use and transportation planning.

The purpose of the Complete Streets Program is the integration of transportation and land use planning in order to ensure all users are accommodated in the construction of

all City transportation improvement projects as outlined in the Comprehensive Plan and detailed in the adopted Bicycle Master Plan, Bicycle Priority Network, Pedestrian Master Plan, and the American with Disabilities Act (ADA) Transition Plan.

Implementation of complete streets planning will create a balanced transportation system that provides safe, accessible, and efficient routes among priority destinations for walking, bicycling, and public transport, that encourages healthy and active living, and that reduces traffic congestion, greenhouse gas emissions, tire particulate pollution, and noise pollution.

**Section 3.** That there is adopted a new Section 17H.020.015 of the Spokane Municipal Code to read as follows:

#### Section 17H.020.015 Definitions

For the purpose of this chapter, the following words shall be defined as follows:

Term	Definition
Complete Street	A "Complete Street" is a road designed to be safe for users of all ages and abilities and exhibits a high degree of multimodal level of service informed by various plans adopted by the City of Spokane.
	The "Complete Street Program" focuses not just on individual roads but on changing the community and engineering decision-making process so that all users are routinely considered during the planning, designing, building, and operating of all roadways.
Street Project	"Street Project" means the construction, reconstruction, retrofit, maintenance, alteration, or repair of any street, and includes the planning, design, approval, and implementation processes, except that "Street Project" does not include minor routine upkeep such as cleaning, sweeping, mowing, spot repair or patching potholes, paving unpaved streets, or interim measures on detour routes. If safety and convenience can be improved within the scope of pavement resurfacing such as grind and overlay and restriping, such projects shall implement

	Complete Streets as outlined in the
	adopted Bicycle Master Plan, Bicycle
	Priority Network, Pedestrian Master Plan
	and the Americans with Disabilities Act
	Transition Plan to provide access and
	increase safety for all users. Grind and
	overlay and restriping projects shall be
	limited to striping elements as called for in
	the Bicycle Master Plan, the Bicycle
	Priority Network, and the <del>City</del> Pedestrian
	Master Plan. Changes to existing
	signalization shall not trigger additional
	Complete Streets elements.
Users	"Users" mean individuals that use streets,
	including people walking, people using
	wheeled assisted mobility devices such
	as wheelchairs, people riding bicycles,
	people using micromobility devices,
	people driving automobiles, people
	driving freight delivery vehicles, and people using transit options, people of all
	ages and abilities, including children,
	youth, families, older adults, and
	individuals with disabilities.
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**Section 4.** That Section 17H.020.020 of the Spokane Municipal Code is hereby repealed.

**Section 5.** That Section 17H.020.030 of the Spokane Municipal Code is amended to read as follows:

# Section 17H.020.030 Freight/Truck Routes

Because freight is important to the basic economy of the City and has unique right-of-way needs to support that role, freight will be ((the major)) a priority on streets classified as truck routes as designated by SMC 12.08.020. Complete Street improvements that are consistent with freight mobility but also support other modes shall be considered for these streets.

**Section 6.** That Section 17H.020.030 of the Spokane Municipal Code is amended to read as follows:

### Section 17H.020.040 Complete Streets Implementation

- All street projects shall include Complete Streets elements as called for in the <u>Bicycle Master ((Bike))</u> Plan, ((and)) Pedestrian <u>Master Plan, and the Americans with Disabilities Act (ADA) Transition Plan</u>. Complete Streets shall be achieved either through single projects or through a series of smaller improvements or maintenance activities over time. It is the City's intent that all allowable sources of transportation funding be drawn upon to implement Complete Streets projects. ((The City believes that maximum financial flexibility is important to implement Complete Streets principles. The City believes a Complete Streets program will increase connectivity for all modes of travel within the City.))
- B. The implementation of various Complete Streets elements will utilize the ((latest and best design criteria and the design of various complete streets components to be implemented shall be based on a context sensitive approach, with the analysis of the street's existing conditions, and the present/future needs for all users.)) National Association of City Transportation Officials (NACTO) Design Guidance, including Urban Street Design Guide and Urban Bikeway Design Guide, as well as the American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities and other best practices; provided, certain projects may be required to follow the Washington State Department of Transportation (WSDOT) or Federal Highway Administration (FHWA) standards, which may supersede other design standards.
- C. Complete Streets components to be implemented shall be based on a contextsensitive approach, using a Safe Systems framework as defined in RCW 47.04.010, with the analysis of the street's existing conditions, and the present and future needs for all users.
- D The City will provide continuing education opportunities through various state and national providers, associations, and experts on Complete Streets and urban street design and implementation for identified staff that implement Complete Streets.
- **Section 7.** That Section 17H.020.050 of the Spokane Municipal Code is hereby repealed.
- **Section 8.** That there is adopted a new Section 17H.020.055 of the Spokane Municipal Code to read as follows:

### Section 17H.020.055 Limited Exceptions to the Complete Streets Program

- A. The following situations are limited exceptions to the Complete Streets Program:
  - \_Major catastrophic repairs where roadway function has been significantly lost due to situations such as wildfires, sinkholes, flooding, or sudden unanticipated bridge failure.

- Where a reasonable and equivalent project with a high degree of multimodal level
  of service that provides transit or active transportation access to the most significant
  trip generators on the street, along the same corridor, is already programmed to
  provide Complete Streets elements.
- 3. When future development has been permitted or is in the process of permitting within the next six years will be required to build frontage improvements with Complete Streets elements.
- 4. Grind and overlays, chip seals, crack sealing, and similar maintenance projects may not be required to install new curb, gutter or sidewalk for the length of the project, provided new and replacement ADA ramps must be installed with grind and overlays. City staff shall look for opportunities to install smaller improvements, including but not limited to bus boarding pads and crosswalk elements that best fit within the scope and budget of the project.
- B. Requested exceptions to the Complete Streets program shall be reviewed by the Transportation Commission, and recommendations regarding exceptions shall can be made to the City Council. The City Council must approve exceptions in conjunction with the annual adoption of the 6-Year Street Plan or through a separate Council approval and action on specific project(s), not included in the 6-Year Street Plan; provided, eExceptions requested for major catastrophic repairs may be reviewed by the City Council on an emergency basis without prior review by the Transportation Commission.

**Section 9.** That Section 17H.020.060 of the Spokane Municipal Code is amended to read as follows:

#### Section 17H.020.060 Performance Measures

- <u>A.</u> Performance measures monitoring the progress of Complete Streets implementation will be ((established and an annual progress report which will be submitted)) included with the Transportation Commission's annual report to the ((eity council)) City Council.
- B. Performance measures established through the Complete Streets program shall utilize existing reporting done for concurrency certification and state and federal grant programs.
- C. Performance measures shall include but are not limited to annual fatalities and serious injuries of all modes of travel, measurements of vehicle miles travelled in the city of Spokane, transit boardings in the city of Spokane, annual micromobility trips with a provider under contract with the City of Spokane, and new transit and active transportation facilities built in the city of Spokane.

**Section 10.** That there is adopted a new Section 17H.020.070 of the Spokane Municipal Code to read as follows:

## Section 17H.020.070 Land Use Integration

- A. The City's Design Standards shall include context-sensitive elements determined by the adjacent land use.
- B. All new or revised land use policies, plans, zoning ordinances, or other relevant documents shall specify how they will support and complement the Complete Streets Program.

**Section 11.** That there is adopted a new Section 17H.020.080 of the Spokane Municipal Code to read as follows:

#### Section 17H.020.080 Multijurisdictional Coordination

A. The City recognizes that multi-jurisdictional contributions are necessary for an effective Complete Streets program and will work cooperatively with the Washington State Department of Transportation, the Spokane Regional Transportation Council, the Spokane Regional Health District, the Spokane Transit Authority, Spokane County Accessible Communities Advisory Committee and surrounding counties, cities, school districts, neighborhood councils, citizens, businesses and other interest groups to implement this chapter.

Section 12. 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 13**. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on		
	Council President	

Attest:	Approved as to form:
City Clerk	City Attorney
Mayor	Date
	Effective Date

Agenda Sheet for City Council:		Date Rec'd	4/14/2025	
Committee: PIES Date: 06/16/2025		Clerk's File #		
Committee Agenda type: Consent		Cross Ref #		
Council Meeting Date:		Project #	2022090	
ng Dept	ENGINEERING SERVICES	Bid #		
Name/Phone	DAN BULLER 6391	Requisition #		
E-Mail	DBULLER@SPOKANECITY.ORG			
tem Type	Engineer Construction Contract			
ponsor(s)				
	ratoro Roqueot			
IO	Grant Related? NO			
tem Name	0370 - LOW BID AWARD - ARTERIAL PE	EDESTRIAN HYBRID B	EACONS 2022090	
<u>Vording</u>				
o be determined a	t bid opening) (City, ST) for {project nan	ne and number $\}$ - $\$$ _	An	
ve reserve of \$,	which is 10% of the contract, will be se	t aside. (Various neig	shborhoods)	
Summary (Background)				
(near Hillyard Aqua Cozza (large apartr In, bids were the amount of \$	itic Center), Regal and Thurston (near Fo ment complexes). At a couple of these l e opened for the above project. The low , which is \$ or% (above/below) th	erris HS), Whistalks V locations, there have v bid from (to be dete ne Engineer's Estimat	Vay (near SCC) and been pedestrian ermined at bid e of \$	
	committee: PIES Date committee Agenda ceting Date: g Dept lame/Phone c-Mail cem Type ponsor(s) ng at Administ O cem Name //ording o be determined at //e reserve of \$,  // funded project in // near Hillyard Aqua Cozza (large apartr // n, bids were // he amount of \$ ds were received as	permittee: PIES Date: 06/16/2025 permittee Agenda type: Consent  eting Date:  Ig Dept	Clerk's File # Cross Ref # Project #	

What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a
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in services identified in various City plans.
How will dote be collected engineed and reported concerning the effect of the
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 cliens with surrent City Policies, including the
Describe how this proposal aligns with current City Policies, including the
Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program,
<b>Neighborhood Master Plans, Council Resolutions, and others?</b>
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	<b>\$</b> 1,500,000.00	
Current Year Cost	<b>\$</b> 1,500,000.00	
Subsequent Year(s) Cost	<b>\$</b>	
Narrative		

## **Narrative**

This project is funded with a federal grant.

Amount		Budget Account
Expense	<b>\$</b> 1,500,000.00	<b>#</b> 3200 95164 95300 56501 86130
Select	\$	#

Funding Source Type Grant

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

Expense Occurrence One-Time

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

Approvals	Additional Approvals
Dept Head	
<u>Division Director</u>	
Accounting Manager	
<u>Legal</u>	
For the Mayor	
Distribution List	

	jrhall@spokanecity.org
Tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
eraea@spokanecity.org	pyoung@spokanecity.org
dbuller@spokanecity.org	jradams@spokanecity.org
mvallen@spokanecity.org	

Agenda Sheet for City Council:  Committee: PIES Date: 06/16/2025  Committee Agenda type: Discussion		Date Rec'd	6/10/2025
		Clerk's File #	ORD C36717
		Cross Ref #	ORD C36626
Council Meeting Date: 07/14/2025		Project #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	Bid #	
<b>Contact Name/Phone</b>	RAYLENE (509) 625 - 7901	Requisition #	
Contact E-Mail	RGENNETT@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	KKLITZKE JBINGLE		
Sponsoring at Administrators Request NO			
Lease? NO	Grant Related? YES	Public Works?	NO
Agenda Item Name	4100-SBO FOR DESIGN OF SOLAR INSTALLATION AT WATER DEP		

## **Agenda Wording**

Special Budget Ordinance to match grant funds from Commerce awarded for solar installation for Water Departments renovation project.

# **Summary (Background)**

This budget adjustment is being made to receive \$2,806,700 in grant funding as part of the Clean Energy Community grant program from the Washington State Department of Commerce. The City of Spokane will be providing a funding match in the amount of \$192,600, bringing the total appropriation to \$2,999,300. The City was invited to apply for a grant by Commerce in February of 2025; an application was submitted that same month, and funds were awarded in March 2025. In March of 2025, the City of Spokane (COS) applied for and was award funds from the Dept. of Commerce's (Commerce) Clean Energy Community Grant program. The grant funds will help pay for the design, construction, and installation of solar energy and battery storage technology at the Water Dept. (Water). The energy generated from the solar panels will be stored onsite and used to power Water's fleet of electric vehicles. COS provided matching grant funds in the amount of \$192,600 to fund the project design; the \$2,806,700 award from Commerce will be used for the construction/implementation phase of the project. The total project cost is \$2,999,300. The project is expected to begin with project design in October of 2025; the project is expected to be completed in the late summer of 2026.

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.
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How will data be collected, analyzed, and reported concerning the effect of the
program/policy by racial, ethnic, gender identity, national origin, income level,
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li/a
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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? NO	
Total Cost	<b>\$</b> 2,999,300
Current Year Cost	<b>\$</b> 2,999,300
Subsequent Year(s) Cost	\$

### **Narrative**

This project was planned to occur in 2026 in the Water Dept. renovation project. The associated grant award allows it to move forward. Funding needs to be moved forward correspondingly.

Amount		Budget Account
Revenue	<b>\$</b> 2,806,700	<b>#</b> 4100-98864-99999-33442-11013
Expense	<b>\$</b> 2,999,300	<b>#</b> 4100-98864-94340-56501-11013
Select	\$	#

Funding Source Type One-Time

Grant

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

No, this is primarily a grant

**Expense Occurrence** One-Time

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

Match for Dept. of Commerce Clean Energy Community Grant.

Approvals		Additional Approvals		
Dept Head	SAKAMOTO, JAMES	MANAGEMENT &	STRATTON, JESSICA	
<b>Division Director</b>	FEIST, MARLENE	ACCOUNTING -	BROWN, SKYLER	
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA			
<u>Legal</u>	SCHOEDEL, ELIZABETH			
For the Mayor	PICCOLO, MIKE			
B: 4 !! 4: 1: 4				

# **Distribution List**

	publicworksaccounting@spokanecity.org	
jstratton@spokanecity.org	jmiller@spokanecity.org	
rgennett@spokanecity.org	nsulya@spokanecity.org	
eraea@spokanecity.org		

#### ORDINANCE NO C36717

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ACCEPT THE CLEAN ENERGY COMMUNITY GRANT. AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Water 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 Water Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$2,806,700.
- A) Of the increased revenue, \$2,806,700 is provided solely for grant funding awarded by the Washington State Department of Commerce.
- 2) Increase appropriation by \$2,999,300.
- A) Of the increased appropriation, \$2,999,300 is provided solely for the construction of fixed assets.

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 award and acceptance of the Washington State Department of Commerce's Clean Energy Community grant, 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	<del></del>	
	Council President	
Attest:	Approved as to form:	
City Clerk	City Attorney	
Mayor	 Date	
	Effective Date	

Agenda Sheet for City Council: Committee: PIES Date: 06/16/2025 Committee Agenda type: Discussion		Date Rec'd	6/10/2025	
		Clerk's File #	OPR 2025-0469	
		Cross Ref #		
Council Meeting Date: 07/14	/2025		Project #	
Submitting Dept	WATER & HYDROELECTI	RIC SERVICES	Bid #	
<b>Contact Name/Phone</b>	RAYLENE (509) 625 - 7901		Requisition #	
Contact E-Mail	RGENNETT@SPOKANECITY.ORG			
Agenda Item Type	Contract Item			
Council Sponsor(s)	KKLITZKE JBINGLE			
Sponsoring at Administrators Request NO				
Lease? NO	<b>Grant Related?</b> YES		Public Works?	NO
Agenda Item Name	4100-DEPARTMENT OF COMMERCE CLEAN ENERGY COMMUNITY GRANT			

## **Agenda Wording**

Agreement with Department of Commerce Clean Energy Community Grant award in the amount of \$2,806,700.

# **Summary (Background)**

In March of 2025, the City of Spokane (COS) applied for and was award funds from the Dept. of Commerce's (Commerce) Clean Energy Community Grant program. The grant funds will help pay for the construction and installation of solar energy and battery storage technology at the Water Dept. (Water). The energy generated from the solar panels will be stored onsite and used to power Water's fleet of electric vehicles. COS provided matching grant funds in the amount of \$192,600 to fund the project design; the \$2,806,700 award from Commerce will be used for the construction/implementation phase of the project. The total project cost is \$2,999,300. The project is expected to begin with design in October of 2025 and is expected to be completed in the late summer of 2026.

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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 B	udget? NO
Total Cost	<b>\$</b> 2,999,300
Current Year Cost	<b>\$</b> 192,600
Subsequent Year(s) Cost	<b>\$</b> 2,806,700

#### **Narrative**

The city will receive \$2,806,700 in grant funds from the Dept. of Commerce. A \$192,600 match was offered as part of the grant application to fund project design.

<u>Amount</u>		Budget Account
Revenue	<b>\$</b> 2,999,300.00	<b>#</b> 4100-98864-99999-33442-11013
Expense	<b>\$</b> 2,999,300.00	<b>#</b> 4100-98864-94340-56501-11013
Select	\$	#

Funding Source One-Time
Funding Source Type Grant

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

n/a

**Expense Occurrence** N/A

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

A match of \$192,600 was offered as part of the grant application. This is addressed as a separate SBO.

Approvals		Additional Approvals		
Dept Head GENNETT, RAYLENE		ACCOUNTING -	BROWN, SKYLER	
Division Director	FEIST, MARLENE			
Accounting Manager	ALBIN-MOORE, ANGELA			
Legal	HARRINGTON,			
For the Mayor	PICCOLO, MIKE			
Distribution List			·	
Jennifer Grove, Jennifer.Grove@Commerce.wa.gov		publicworksaccounting@spokanecity.org		
jstratton@spokanecity.org		jmiller@spokanecity.org		
rgennett@spokanecity.org		nsulya@spokanecity.or	g	
eraea@spokanecity.org				

Agenda Sheet for City Council:  Committee: PIES Date: 06/16/2025  Committee Agenda type: Discussion			<b>Date Rec'd</b> 6/10/2025		
			Clerk's File #	OPR 2025-0469	
			Cross Ref #		
Council Meeting Date: 07/14	/2025		Project #		
Submitting Dept	WATER & HYDROELECTRIC SERVICES		Bid #		
<b>Contact Name/Phone</b>	RAYLENE (509) 625 - 7901		Requisition #		
Contact E-Mail	RGENNETT@SPOKANECITY.ORG				
Agenda Item Type	Contract Item				
Council Sponsor(s)	KKLITZKE JBINGLE				
Sponsoring at Administrators Request NO					
Lease? NO Grant Related? YES		:S	Public Works? NO		
Agenda Item Name	Agenda Item Name 4100-DEPARTMENT OF COMMERCE CLEAN ENERGY COMMUNITY GRANT				

## **Agenda Wording**

Agreement with Department of Commerce Clean Energy Community Grant award in the amount of \$2,806,700.

# **Summary (Background)**

In March of 2025, the City of Spokane (COS) applied for and was award funds from the Dept. of Commerce's (Commerce) Clean Energy Community Grant program. The grant funds will help pay for the construction and installation of solar energy and battery storage technology at the Water Dept. (Water). The energy generated from the solar panels will be stored onsite and used to power Water's fleet of electric vehicles. COS provided matching grant funds in the amount of \$192,600 to fund the project design; the \$2,806,700 award from Commerce will be used for the construction/implementation phase of the project. The total project cost is \$2,999,300. The project is expected to begin with design in October of 2025 and is expected to be completed in the late summer of 2026.

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Council Subcommittee Review
n/a

Fiscal Impact	
Approved in Current Year B	udget? NO
Total Cost	<b>\$</b> 2,999,300
Current Year Cost	<b>\$</b> 192,600
Subsequent Year(s) Cost	<b>\$</b> 2,806,700

#### **Narrative**

The city will receive \$2,806,700 in grant funds from the Dept. of Commerce. A \$192,600 match was offered as part of the grant application to fund project design.

<u>Amount</u>		Budget Account
Revenue	<b>\$</b> 2,999,300.00	<b>#</b> 4100-98864-99999-33442-11013
Expense	<b>\$</b> 2,999,300.00	<b>#</b> 4100-98864-94340-56501-11013
Select	\$	#

Funding Source One-Time
Funding Source Type Grant

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

n/a

**Expense Occurrence** N/A

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

A match of \$192,600 was offered as part of the grant application. This is addressed as a separate SBO.

Approvals		Additional Approvals		
Dept Head GENNETT, RAYLENE		ACCOUNTING -	BROWN, SKYLER	
Division Director	FEIST, MARLENE			
Accounting Manager	ALBIN-MOORE, ANGELA			
Legal	HARRINGTON,			
For the Mayor	PICCOLO, MIKE			
Distribution List			·	
Jennifer Grove, Jennifer.Grove@Commerce.wa.gov		publicworksaccounting@spokanecity.org		
jstratton@spokanecity.org		jmiller@spokanecity.org		
rgennett@spokanecity.org		nsulya@spokanecity.or	g	
eraea@spokanecity.org				



# **Interagency Agreement with**

# City of Spokane

# through

Clean Energy Community Grants

Contract Number: 25-9221A-030

For

**City of Spokane Water Department Solar Installation** 

Dated: Tuesday, July 1, 2025



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# **Face Sheet**

Contract Number: 25-9221A-030

## Washington State Department of Commerce Energy Division – Energy Programs in Communities Clean Energy Community Grants

1. Contractor City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99210  3. Contractor Representative Nate Sulya Program Professional	2. Contractor Doing Business As (as applicable)  N/A  4. COMMERCE Representative  Michele Lefebvre  1011 Plum Street SE				
509-625-6988 nsulya@spokanecity.org		Program Manager P.O. Box 42525 360-725-5011 Olympia, WA 98504-2525 epicgrants@commerce.wa.gov			
	6. Funding Source Federal: ☐ State: ⊠ Ot	:her:	<b>7. Start Date</b> July 1, 2025		8. End Date March 31, 2027
9. Federal Funds (as applicated N/A	ple) Federal Agend N/A	cy:	ALN N/A		
10. Tax ID #	11. SWV #	12. UBI #		13. UE	:1 #
91-6001280	SWV0003387	328-013-0877			LY8MYJN3
14. Contract Purpose Install two 150-200kW solar arr Department facility.	ays, two 500kWh BESS, ar	nd 12 Level 2 EV cha	rging stations a	t the Ci	ty of Spokane's Water
COMMERCE, defined as the Dotterms of this Contract and Attact to bind their respective agencies and the following documents into of Work, Attachment "B" – Budget and the following the state of Work, Attachment "B" – Budget and the following the state of Work, Attachment "B" – Budget and the state of Work, Attachment "B" – Budget and the state of Work, Attachment "B" – Budget and the state of Work, Attachment "B" – Budget and the state of Work, Attachment "B" – Budget and the state of Work, Attachment "B" – Budget and the state of Work, Attachment "B" – Budget and Work "B" – Bud	d this Contract on the ons of both parties to ontractor Terms and (	date below and this Contract a Conditions inclu	d warra ire gove	nt they are authorized erned by this Contract	
FOR CONTRACTOR	FOR COMMERCE				
Marlene Feist, Public Works Director		Jennifer Grove, Assistant Director, Energy Division			
Date		Date			
		APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE			



#### **DECLARATIONS**

The Washington State Department of Commerce (Commerce) has been appropriated funds by the Washington State Legislature to provide grants to promote Washington's commitment to equitable, clean energy development.

**CLIENT INFORMATION** 

Legal Name: City of Spokane

Agreement Number: 25-9221A-030

Award Year: 2025

State Wide Vendor Number: SWV0003387

**PROJECT INFORMATION** 

Project Title: Spokane Water Department Solar Installation

Project Address: 914 E North Foothills Dr

Project City: Spokane

Project State: WA

Project Zip Code: 99207

**GRANT INFORMATION** 

Grant Amount: \$2,806,700

Non-State Match \$192,000

Type of Match Accepted: Cash

Earliest Date for Reimbursement: July 1, 2025

Time of Performance: July 1, 2025 – March 31, 2027



#### **Program Specific Terms and Conditions**

As identified herein, notwithstanding General & Specific Terms and Conditions SECTIONs, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

## 1. <u>BILLING AND COMPENSATION FOR PERFORMANCE BASED CONTRACT</u> (Replaces Special Terms and Conditions #4 Billing Procedures and Payment)

COMMERCE will pay Contractor not more often than monthly upon acceptance of services provided and receipt of properly completed invoices for completed milestones, which shall be submitted to the Representative for COMMERCE.

The Contractor shall provide the Representative of COMMERCE a signed electronic Invoice A19 form that includes the contract number referenced on the declarations page.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed and the milestone number(s) achieved.

The Contractor is required to maintain documentation to support invoiced costs and cost share obligations. The Contractor shall make these documents available to COMMERCE if requested.

COMMERCE will pay Contractor the amounts set forth in Attachment B upon full completion of each milestone. Upon full completion of each Milestone, Contractor will provide an invoice and any required supporting documentation to the Representative of COMMERCE. Except as may be agreed by COMMERCE in its discretion, COMMERCE shall only be obligated to make payments upon demonstration of completion of all Deliverables within a given Milestone.

However, it is acknowledged that in the event one or two Deliverables of a Milestone is unduly delayed (more than 3 months) due to circumstances outside Contractor's control, COMMERCE may, in its sole discretion, reasonably negotiate with Contractor regarding paying for those Deliverables of such Milestones that are completed.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.



#### **Duplication of Billed Costs**

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### **Disallowed Costs**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

#### 2. <u>SUBCONTRACTING</u> (Replaces General Terms and Conditions #15 Subcontracting)

The Contractor may only subcontract work contemplated under this Contract if it provides written notification to COMMERCE of any subcontractors who will be performing work under this Grant Agreement. The written notice must provide the names and address of the subcontractor with a brief description of which tasks within the Contractor Scope of Work (Attachment A) that will be undertaken by the subcontractor(s).

The Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract.

In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties. Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

All reference to the Contractor under this clause shall also include Contractor's employees, agents or subcontractors.

#### 3. PREVAILING WAGE LAW

The contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request

#### 4. <u>HISTORICAL OR CULTURAL ARTIFACTS</u>

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable.



Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement

immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act

#### 5. ACKNOWLEDGMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:



"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at <a href="https://www.climate.wa.gov">www.climate.wa.gov</a>."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at <a href="CCA brand toolkit">CCA brand toolkit</a>, including:

- **A.** Any project related website or webpage that includes logos from other funding partners;
- **B.** Any publication materials that include logos from other funding partners;
- **C.** Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- **D.** Any equipment purchased with CAA funding through a generally visible decal.



#### **Special Terms and Conditions**

#### 1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

#### 2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

#### 3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$2,806,700, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

#### **EXPENSES**

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$0, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

### 4. <u>BILLING PROCEDURES AND PAYMENT (Replaced by Program Specific Terms and Conditions #1 Billing and Compensation for Performance Based Contract)</u>

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number . If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year



Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date. The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

#### **Duplication of Billed Costs**

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### **Disallowed Costs**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

#### 5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

#### 6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

#### 7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

#### 8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Attachment D Proviso
- Program Specific Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A Scope of Work
- Attachment B Budget
- Attachment C Reporting
- Materials submitted as part of the CECG 2025 project proposal



#### **General Terms and Conditions**

#### 1. **DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- **A.** "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- **B.** "COMMERCE" shall mean the Washington Department of Commerce.
- **C.** "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- **D.** "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- **E.** "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- **F.** "State" shall mean the state of Washington.
- **G.** "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

#### 2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

#### 3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### 4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

#### 5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
  - All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



- **iii.** All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- **B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law.

The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures.

The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

**C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

#### 6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

#### 7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The



Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

#### 8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### 9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

#### 10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

#### 11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

#### 12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

#### 13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

#### 14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.



## 15. <u>SUBCONTRACTING</u> (Replaced by Program Specific Terms and Conditions #2 Subcontracting)

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

#### 16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

#### 17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

#### 18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

#### 19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or



acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- **A.** Stop work under the contract on the date, and to the extent specified, in the notice;
- **B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- **D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- **F.** Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- **G.** Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

#### 20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

**A.** Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.



- **B.** The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- **C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- **D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- **E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

#### 21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



#### **Attachment A: Scope of Work**

The City of Spokane will install two solar arrays, two battery energy storage systems (BESS), and 12 electric vehicle (EV) charging stations at the Water Department (Water) facility. The renewable energy generated by the arrays and stored in the BESS will be used to power Water's fleet of electric EVs. This project creates a resilient and sustainable renewable energy system and is expected to reduce Spokane's Green House Gas (GHG) emissions by more than 100 metric tons (MT) annually.

The City plans to incorporate the solar arrays into parking canopies as part of ongoing renovations at the Water facility. The City will fund the design phase of the project, and this grant will fund the equipment, installation, and construction of the solar arrays, BESS, and EV charging stations. The planned project timeline is as follows:

Project Timeline		
Design begins	October 2025	
Design ends	January 2026	
Construction of canopies	March 2026	
Installation of solar panels and batteries	May 2026	
Construction completed	August 2026	
Solar operational	September 2026	

**Project benefits** - This project directly meets community-established goals and objectives – as outlined in the City's publicly informed Sustainability Action Plan (Plan) – to lower GHG emissions and increase the utilization of renewable energies. Additionally, this project will reduce operating costs. This has a direct effect on ratepayers throughout the city; longer-term impacts include the City reinvesting those cost savings in other GHG reduction measures, such as the purchase of additional EVs. This project creates a resilient and sustainable system that improves the City's ability to produce, store, and use renewable energy, which reduces external energy purchases. This directly correlates to lowering the amount of energy the local utility company will need to produce, consequently lowering emissions that contribute to Particulate Matter (PM) 2.5 concentrations, a net positive effect on the surrounding community.

This grant will further help GHG reduction at the project location and in the vicinity by allowing the City to expand its fleet of EVs at Water. This project will install 12 charging stations, allowing Water to acquire an additional 40 EVs. The estimated GHG avoidance range as a result of this installation is a minimum of 107 MT to a maximum of 139 MT avoided annually. The expected avoidance of GHG emissions of charging additional EVs is 110 MT annually.

This project will help Water reduce its operating costs. The estimated annual cost savings from this project is approximately \$29,000. Lower operating costs helps the city to maintain affordable and reliable utility rates for residents. This is particularly beneficial to those living in vulnerable communities who may have low or fixed incomes. As detailed throughout its Sustainability Action Plan, Spokane is committed to working with vulnerable populations in the community to promote shared goals of health and well-being. The cost savings associated with this project will allow the City to make other additional clean energy investments, such as purchasing additional EVs, creating even greater positive impacts in the health and well-being of the community.

#### **Project Milestones:**

A. Project Development and Design:



During the master planning of the Water Department Campus updates, lightweight covered parking was identified as a cost effective and easily maintainable alternative to rooftop mounted solar installations for the development of large-scale solar harvesting and battery storage. This concept works hand in hand with the significant fleet of light duty EV vehicles utilized by the Water Department. This solar project will be completed as part of already planned and ongoing renovations at the City's Water Department located at 914 E North Foothills Dr Spokane, WA 99207. Following the design and development work, the City will solicit qualified contractors via competitive solicitation with experience in solar installation to secure the materials and install the canopy structures, solar arrays, and battery energy storage systems. The canopy system would be constructed over an existing light duty vehicle paved parking lot.

#### **B.** Contracting and Permitting:

The City will solicit a qualified consultant via RFQu to complete the design portion of the project. The selected consultant shall provide A&E services to complete the design, specification bid package, and bid assistance, as needed, for the two-canopy integrated Solar PV array EV charging system to be installed at the Water Department. The City expects to select the consultant by mid-June, evaluate the proposals, negotiate the scope, and award the contract by the end of August, with contract work to begin in October. Construction will begin in Spring/Summer of 2026; the contractor will be selected via competitive contract. The necessary permits will be secured as needed, by the contractor.

- **C.** Equipment Delivery, Installation, Construction: Two 150-200kW solar arrays (500-600 panels), two 500kWh BESS, and 12 Level 2 EV charging stations will be installed at the Water facility. Electrical infrastructure upgrades will be completed to accommodate this installation.
- D. Measurement and Verification: The City will provide a final report to Commerce that includes a minimum of 6 months of data for the solar array, BESS, and chargers. Data may include kWh generated and stored, and unique charging cases. A final fact sheet will be submitted that provides a project summary, photos of the finished project, adjustments that were made, or lessons learned. Commerce will provide an optional template for the fact sheet.



### **Attachment B: Budget**

All funding is subject to continued legislative authorization and re-appropriation where applicable.

Milestone	Project Activity & Task	Deliverable(s)	Activity Period	Match Amount	Grant Amount
Α	Project Development & Design				
		Project design	January-26	\$192,600	\$ -
			Activity A Subtotal	\$192,600	\$ -
В	Contracting and Permitting				
		Permits	March-26		\$ 12,900
		Contractor agreement for installation and construction of project	September-26		\$ 381,800
			Activity B Subtotal	\$ -	\$ 394,700
С	Equipment Delivery, Installation, Construction				
		PV and canopy (500-600 panels)	May-26		\$ 675,000
		Parking lot and canopy lighting	May-26		\$ 175,000
		BESS (2 units)	May-26		\$ 550,000
		12 Level 2 EV chargers	May-26		\$ 130,000
		Electrical equipment	September-26		\$ 225,000
		Electrical infrastructure	September-26		\$ 50,000
		Utility costs (transformer, meter)	September-26		\$ 116,000
		Sales tax			\$ 241,000
			Activity C Subtotal	\$ -	\$ 2,162,000

Page **19** of **22** 



D	Measurement & Verification				
		Final report: 6 months of system and charging data			\$ 250,000
		Fact sheet			
			Activity D Subtotal	\$ -	\$ 250,000
			Budget Totals	\$ 192,600	\$ 2,806,700



#### **Attachment C: Reporting**

The Contractor must provide quarterly written reports and/or host a regular quarterly video and/or phone call with COMMERCE for project update purposes. Phone contact should cover current status of the project and any barriers that are potentially affecting the project schedule.

The Contractor shall provide a quarterly report to COMMERCE, no later than 15 days after the end of each quarter. The report form will be provided by Commerce. The report should describe the project activity that occurred during the quarter, including but not limited to:

- 1. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
- 2. The project milestones met to date and anticipated in the subsequent quarter (such as through a project Gantt Chart schedule provided quarterly in Microsoft Project format showing actual progress to date along with the baseline schedule developed at project kickoff etc.); and,
- **3.** Any additional metrics required from the capital budget proviso, legislature, governor's office, or COMMERCE.
- **4.** Quarterly updated invoice projection sheet for grant expenditures. Commerce will provide the invoice projection sheet;

A final report and fact sheet will be submitted to Commerce. Commerce will provide the fact sheet template and may request the fact sheet be updated as conditions warrant.



#### **Attachment D: Proviso**

#### 2023 - 2025 State Biennial Budget

Clean Energy Community Grants - \$42,388,000 NEW SECTION. Sec. 1017. A new section is added to 2023 c 474

Clean Energy Community Grants (40000606)

The appropriation in this section is subject to the following conditions and limitations:

#### Grants

(1)(a) \$42,388,000 of the appropriation in this section is provided solely for the department to administer noncompetitive grants to nonprofit organizations, local governments, federally recognized tribal governments and tribal entities, state agencies, housing authorities, ports, transit agencies, research organizations, and eligible third-party administrators for planning, design, and implementation of capital projects and clean energy technologies that reduce greenhouse gas emissions in vulnerable, overburdened, and tribal communities identified by the department. The department must prioritize grants providing meaningful benefit to vulnerable populations in overburdened communities as defined under RCW 70A.02.010.

(b) Eligible uses of grant funds include, but are not limited to, planning for sustainable communities and predesign work, energy efficiency improvements, renewable energy generation, increasing the supply of affordable, energy efficient housing, developing resilient and sustainable infrastructure systems, zero-emission, active mobility, and micromobility transportation infrastructure, education and engagement, and workforce development.

Agenda Sheet for City Council: Committee: PIES Date: 06/16/2025 Committee Agenda type: Discussion		Date Rec'd	6/10/2025	
		Clerk's File #	ORD C36713	
		Cross Ref #		
Council Meeting Date: 07/14	/2025	Project #		
Submitting Dept	WASTEWATER MANAGEMENT	Bid #		
<b>Contact Name/Phone</b>	JAMES "TREY" X7908	Requisition #		
Contact E-Mail	JGEORGE@SPOKANECITY.ORG			
Agenda Item Type	Special Budget Ordinance			
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE			
<b>Sponsoring at Adminis</b>	trators Request NO			
Lease? NO	<b>Grant Related?</b> YES	Public Works? YES		
Agenda Item Name	4330 SBO-COMMUNITY BASED PRIV	4330 SBO-COMMUNITY BASED PRIVATE PUBLIC PARTNERSHIP		

#### **Agenda Wording**

The City of Spokane was awarded a CBP3 grant from the Washington State Department of Ecology for \$247,213 in the 1st quarter of 2025. The grant funding is 100% reimbursable. A draft contract for the grant funding has been negotiated with the Dept of Ecology and is ready for signatures pending City Council approval to accept. The consent request for the award was presented to PIES on May 19th and is on the agenda to be voted on by City Council June 16th.

#### **Summary (Background)**

The City of Spokane was awarded a CBP3 grant from the Washington State Department of Ecology for \$247,213 in the 1st quarter of 2025. The grant funding is 100% reimbursable. A draft contract for the grant funding has been negotiated with the Dept of Ecology and is ready for signatures pending City Council approval to accept. The consent request for the award was presented to PIES on May 19th and is on the agenda to be voted on by City Council June 16th.

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?
<u></u>
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
Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Bu	dget? NO
Total Cost	<b>\$</b> 247,213
Current Year Cost	<b>\$</b> 247,213
Subsequent Year(s) Cost	<b>\$</b> 0

#### **Narrative**

Grant funding for a one-year project.

Amount		Budget Account
Expense	<b>\$</b> 247,213	<b>#</b> 4330-98817-35148-54201-10254
Revenue	<b>\$</b> 247,213	<b>#</b> 4330-98817-35148-54201-10254
Select	\$	#

Funding SourceOne-TimeFunding Source TypeGrant

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

No

Expense Occurrence One-Time

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

Approvals		Additional Approvals		
Dept Head	GENNETT, RAYLENE	MANAGEMENT &	STRATTON, JESSICA	
<b>Division Director</b>	FEIST, MARLENE	ACCOUNTING -	BROWN, SKYLER	
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA			
<u>Legal</u>	SCHOEDEL, ELIZABETH			
For the Mayor	PICCOLO, MIKE			
Distribution List				
		sspence@spokanecity.org		
kkeck@spokanecity.org		sbrown@spokanecity.org		
Tax & Licenses		jgeorge@spokanecity.org		
rgennett@spokanecity.org j		jmiller@spokanecity.org		

### **SBO Request**

### **Public Infrastructure, Environment & Sustainability Committee**

Committee Date	June 16, 2025		
Submitting Department	Wastewater Management - Stormwater		
Fund to Receive Budget (if different from submitting dept)	Fund 4300, Department 4330		
Contact Name	James George III (Trey)		
Select Agenda Item Type	☐ Discussion Time Requested: 5min		
Agenda Item Name	Special Budget Ordinance – Community Based Private Public Partnership (CBP3) project		
Grant Item	oximes Yes $oximes$ No If yes, this SBO should be submitted to the same agenda as the acceptance.		
Why is this budget adjustment urgent and can't wait until the mid-biennium modification period?  What are the budget codes? (Accountant-provided)	m 100% reimbursable. A draft contract for the grant funding has been negotiated with the Dept of Ecology and is ready for signatures pending City Council approval to accept. The consent request for the award was presented.		
Fiscal Impact Revenue: \$247,213 Appropriation: \$247,213  Funding Source □ Recurring Specify funding source: Grant Is this funding source sustainable for future years, months, etc? No. It is grant funding for a 1 year project.			
Expense Occurrence 🗵 One	One-time		
Other budget impacts: (FTE rel	ated?) No		

ORDINANCE NO
--------------

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ACCEPT THE COMMUNITY-BASED PRIVATE-PUBLIC PARTERSHIP (CBP3) GRANT, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Sewer 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 Sewer Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$247,213.
- A) Of the increased revenue, \$247,213 is provided solely for grant funding awarded by the Washington State Department of Ecology in the Stormwater Department.
- 2) Increase appropriation by \$247,213.
- A) Of the increased appropriation, \$247,213 is provided solely for contractual services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the award and acceptance of the Washington State Department of Ecology's CBP3 grant, 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: PIES Date: 06/16/2025  Committee Agenda type: Information Only		Date Rec'd	6/11/2025
		Clerk's File #	
		Cross Ref #	
Council Meeting Date:		Project #	
Submitting Dept	PLANNING & ECONOMIC	Bid #	
<b>Contact Name/Phone</b>	MAREN 625-6737	Requisition #	
Contact E-Mail	MMURPHY@SPOKANECITY.ORG		
Agenda Item Type	Information Only - Committee		
Council Sponsor(s)	KKLITZKE JBINGLE		
<b>Sponsoring at Adminis</b>	trators Request NO		
Lease? NO	<b>Grant Related?</b> YES	Public Works?	
Agenda Item Name	0650 – CLIMATE PLANNING PHASE 1 WRAP-UP		

#### **Agenda Wording**

Wrap-up on Phase 1 Climate Planning and Preview of Final Climate Risk and Vulnerability Assessment

#### **Summary (Background)**

City staff and the lead consultant, BERK, will provide an overview of the Climate Planning Phase 1 outcomes, including a preview of the Final Climate Risk and Vulnerability Assessment (CRVA) that is due to Commerce by June 30, 2025. The CRVA is a framework for data analysis to identify the likelihood of future climate hazards and their potential impacts and vulnerabilities for Spokane, including exposure, sensitivity, and adaptive capacity that contribute to overall climate risk. Climate planning is part of the City's general periodic update requirement for the comprehensive plan, Plan Spokane 2046. The Final CRVA is expected to be available on the City website by the end of June: https://my.spokanecity.org/climateplanning.

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

Climate change does not impact everyone equally. Core to climate planning is building climate resilience and developing goals and policies in the comprehensive plan that support communitywide climate resilience, environmental justice, and equity. This climate planning grant emphasizes the importance of developing a public engagement strategy and ensuring that historically underrepresented and overburdened communities are included in the early and continuous planning efforts. WA Commerce recommends that establishing a climate policy advisory team that includes leaders within overburdened communities that are most impacted

# 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 planning work focuses on both quantitative and qualitative data through the lens of climate and equity. Quantitative data is collected, analyzed and reported related to vulnerability risks and climate hazards, and an equitable approach will be taken to look at the intersections of race, income, gender, ability, and other disparities to understand our community's vulnerabilities and those at highest risk for climate impacts. Data is also collected through qualitative means through the development of a climate vision statement, and outreach will focus on engaging with community members to understand unique perspectives, asset, and

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

Following the 2026 Periodic update to the City's Comprehensive Plan, RCW 36.70A.130 now requires that the city reassess the plan every 5 years. An Implementation Progress Report will be required in 2031.

# <u>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?</u>

Aligns with: Council Sustainability Action Plan 2021 - Land Use, Goal 4, Strategy 8. "update the Comp Plan with ...climate goals"

#### **Council Subcommittee Review**

Fiscal Impact	
Approved in Current Year Bu	udget? YES
Total Cost	<b>\$</b> 420000
Current Year Cost	\$
Subsequent Year(s) Cost	\$

#### **Narrative**

City Council accepted \$420,000 for Phase 1 of climate planning on February 26, 2024 (RES 2024-0142). The WA Dept. of Commerce climate planning grant is supported with funding from Washington's Climate Commitment Act.

Amount		Budget Account
Revenue	<b>\$</b> 420,000	<b>#</b> 1360- 94175- 99999- 33442-20263
Expense	<b>\$</b> 420,000	<b>#</b> 1360- 94175- 58700- 54201-20263
Select	\$	#

Funding Source Type Grant One-Time

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

Phase 1 funding is 2023-2025, Phase 2 funding is expected for 2025-2027.

#### **Expense Occurrence**

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

Approvals	Additional Approvals
Dept Head	
<u>Division Director</u>	
Accounting Manager	
<u>Legal</u>	
For the Mayor	
Distribution List	
	tblack@spokanecity.org
lcallen@spokanecity.org	smacdonald@spokanecity.org
sgardner@spokanecity.org	eking@spokanecity.org

SPOKANE Agenda Sheet	for City Council:		Date Rec'd	6/12/2025
Committee: PIES Date: 06/16/2025 Committee Agenda type: Discussion			Clerk's File #	
			Cross Ref #	
Council Meeting Date: 06/16	5/2025		Project #	
Submitting Dept	CITY COUNCIL		Bid #	
Contact Name/Phone	CHRIS WRIGHT 625	-6210	Requisition #	
Contact E-Mail	CWRIGHT@SPOKANE	CITY.ORG		
Agenda Item Type	Resolutions			
Council Sponsor(s)	BWILKERSON	KKLITZKE	ZZAPPONE	
<b>Sponsoring at Adminis</b>	trators Request	NO		
Lease? NO	Grant Related?	NO	Public Works?	NO
Agenda Item Name	RESOLUTION RATIFYIN	IG DECLARATI	ON OF EMERGENCY	

#### **Agenda Wording**

A Resolution relating to the Mayor's Executive Order 2025-0002 titled "EXECUTIVE ORDER FOR DECLARATION OF EMERGENCY AND CURFEW ORDER and dated June 11, 2025.

#### **Summary (Background)**

On June 11, 2024 the Mayor issued Executive Order 2025-0002, which identified a civil emergency arising from events unfolding on June 11 after a peaceful protest against federal immigration enforcement practices. The Executive Order declared an emergency in the City of Spokane but did not set a termination date for the declaration of emergency. Section 02.04.060 of the Spokane Municipal Code provides that declarations of civil emergencies issued by the mayor shall be presented to the city council for ratification and confirmation, modification or rejection. The proposed resolution ratifies the declaration, sets a termination date of 5:00 Pm on June 17, and limits any emergency procurements under the declaration.

What impacts would the proposal have on historically excluded communities?
None.
How will data be collected, analyzed, and reported concerning the effect of the
program/policy by racial, ethnic, gender identity, national origin, income level,
disability, sexual orientation, or other existing disparities?
None
How will data be collected regarding the effectiveness of this program, policy, or
product to ensure it is the right solution?
None
Describe how this proposal aligns with current City Policies, including the
Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program,
Neighborhood Master Plans, Council Resolutions, and others?
Resolution is consistent with Council's obligations under SMC 02.04.060.
Council Subcommittee Review

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#### **RESOLUTION NO. 2025-0048**

A Resolution relating to the Mayor's Executive Order 2025-0002 titled "EXECUTIVE ORDER FOR DECLARATION OF EMERGENCY AND CURFEW ORDER" and dated June 11, 2025.

WHEREAS, Mayor Brown's June 11, 2025 Executive Order 2025-0002 (the "Executive Order"), identified a civil emergency arising from events unfolding on June 11 after a peaceful protest against federal immigration enforcement practices; and

WHEREAS, the City of Spokane respects and upholds the First Amendment rights its citizens and the right to peacefully protest on public property; and

WHEREAS, as the peaceful protest grew to a crowd of hundreds, a small number of individuals engaged in acts of vandalism such as slashing the tires of Spokane Police Department vehicles and improper removal of Riverfront Park property; and

WHEREAS, pursuant to SMC 2.04.030 and 2.04.040, the Mayor has the authority to declare an emergency and implement a curfew if in her opinion such a step is necessary to protect the public health, safety and welfare of the community; and

WHEREAS, the City Council agrees the circumstances described above constituted a civil emergency or imminent threat, which circumstances caused or threatened to result in the injury or death of persons or the destruction of or damage to property such that extraordinary and immediate measures, including establishment of a curfew for several hours, were necessary to protect the public peace, safety and welfare of the community; and

WHEREAS, the Executive Order properly declared an emergency in the City of Spokane as of 9:30 p.m. on Wednesday, June 11, 2025, but did not set a termination date for the declaration of emergency .

WHEREAS, Section 02.04.060 of the Spokane Municipal Code provides:

Declarations of civil emergencies issued by the mayor shall as soon as practicable be filed with the city clerk and presented to the city council for ratification and confirmation, modification or rejection. Orders which are rejected shall, after vote, be void. Emergency orders shall be considered in full force and effect until the city council shall act[,].

and

WHEREAS, the Executive Order was dutifully filed with the City Clerk on June 12, 2025 and is now under consideration by the City Council, which must either ratify, confirm, modify or reject the Executive Order to the extent it depends on the emergency powers set forth under Section 02.04.030 of the Spokane Municipal Code; and

WHEREAS, the City Council intends to ratify the declaration of emergency and the imposition of a curfew, and to confirm that it is not approving any emergency procurements under SMC 02.04.100 or 07.06.180;

**NOW, THEREFORE, BE IT RESOLVED** that pursuant to Section 02.04.060 of the Spokane Municipal Code, the declaration of emergency under Executive Order 2025-0002 is ratified and confirmed except as modified under this resolution; and

**BE IT FURTHER RESOLVED** that pursuant to Section 02.04.060 of the Spokane Municipal Code, the Spokane City Council modifies Executive Order 2025-0002 so that the declaration of emergency shall be deemed to expire at 5:00 p.m. on June 17, 2025; and

**BE IT FURTHER RESOLVED** that ratification of Executive Order 2025-0002 shall not be deemed to authorize any emergency procurements under SMC 02.04.100 or 07.06.180, when such procurements encumber more than the minor contract threshold, without further review and authorization by the City Council.

Adopted by the City Council th	is day of June, 2025.
	City Clerk
Approved as to form:	
Assistant City Attorney	

SPOKANE Agenda Sheet	for City Council:		Date Rec'd	6/10/2025
Committee: PIES Date: 06/16/2025			Clerk's File #	
Committee Agend	a type: Discussion		Cross Ref #	
Council Meeting Date: 07/14	/2025		Project #	
Submitting Dept	CITY COUNCIL		Bid #	
<b>Contact Name/Phone</b>	CHRIS WRIGHT 625-6	210	Requisition #	
Contact E-Mail	CWRIGHT@SPOKANECIT	ΓY.ORG		
Agenda Item Type	First Reading Ordinance			
Council Sponsor(s)	BWILKERSON JB	INGLE		
<b>Sponsoring at Adminis</b>	trators Request	NO		
Lease? NO	<b>Grant Related?</b> NO	)	<b>Public Works?</b>	NO
Agenda Item Name	ORIDNANCE AMENDING	MEMBERSHIF	OF CLIMATE RESILIE	ENCE AND

#### **Agenda Wording**

An ordinance modifying the membership of the Climate Resilience and Sustainability Board to include a liaison designated by the Community Assembly, and amending Sections 04.41.020 and 04.41.030 of the Spokane Municipal Code.

#### **Summary (Background)**

Ordinance C36557, adopted in 2024, created the Climate Resilience and Sustainability Board (CRSB). As originally configured the membership on the CRSB did not include a representative from the Community Assembly. By resolution the Community Assembly requested that it be allowed to designate a liaison to the CRSB. The ordinance modified SMC 04.41 to allow for a Community Assembly liaison on the CRSB.

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

The ordinance provides a formal role on the Climate Resilience and Sustainability Board (CRSB) for the Community Assembly, which is comprised of representatives form the 29 neighborhood councils and which has broad representation from all sectors of the city. To the extent they participate in the neighborhood council program and the Community Assembly, historically excluded communities would be given an additional voice on the CRSB.

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

Not applicable. This ordinance broadens the membership of the CRSB to include a Community Assembly liaison.

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

Not applicable. This ordinance broadens the membership of the CRSB to include a Community Assembly liaison.

# <u>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?</u>

SMC 04.41, which established the CRSB, indicates that it membership "will consist of diverse and broad representation." Adding a liaison position for the Community Assembly is consistent with this stated desire of the ordinance to create a broad-based membership on the CRSB.

#### **Council Subcommittee Review**

None

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#### ORDINANCE NO. C36718

An ordinance modifying the membership of the Climate Resilience and Sustainability Board to include a liaison designated by the Community Assembly, and amending Sections 04.41.020 and 04.41.030 of the Spokane Municipal Code.

**WHEREAS**, the Community Assembly was created in 2000 by the voters of Spokane to establish "a coalition of independent neighborhood councils [to serve] as a forum for discussion of issues of broad interest" in the Spokane community; and

**WHEREAS**, in 2024 the City Council enacted Ordinance C36557, which established the Climate Resilience and Sustainability Board with the stated purpose "to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals"; and

WHEREAS, the composition of the Climate Resilience and Sustainability Board, as established by Ordinance C36557, included members of the community from diverse backgrounds, including members of impacted communities facing disproportionate environmental and health disparities; individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives; business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and students of secondary and postsecondary education institutions within the city of Spokane; and

**WHEREAS**, the composition of the Climate Resilience and Sustainability Board consists of up to 15 voting members; and

**WHEREAS**, the Climate Resilience and Sustainability Board includes one non-voting liaison position, a member of the City Council; and

**WHEREAS**, in a letter dated May 1, 2025, the Community Assembly requested the City Council amend the enabling ordinance for the Climate Resilience and Sustainability Board to include a liaison position;

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

**Section 1.** That Section 04.41.020 of the Spokane Municipal Code is amended to read as follows:

#### Section 04.41.020 Membership

A. The Climate Resilience and Sustainability Board shall consist of up to ((fifteen (15)))) sixteen (16) voting members committed to achieving the goals of SMC Chapter 15.05 and implementing the policies and recommendations of the Sustainability Action Plan and the Climate Component of the Comprehensive Plan.

- B. The Climate Resilience and Sustainability Board membership will consist of diverse and broad representation including but not limited to:
  - 1. members of impacted communities facing disproportionate environmental and health disparities;
  - 2. individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives;
  - 3. business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and
  - 4. students of secondary and postsecondary education institutions within the city of Spokane.
- C. Climate Resilience and Sustainability Board members shall be at least sixteen years of age.
- D. The City Council may appoint a city council member to serve as a liaison to the Board.
- E. The Community Assembly may appoint a qualified neighborhood council member to serve as a liaison to the Board.

**Section 2.** That Section 04.41.030 of the Spokane Municipal Code is amended to read as follows:

### Section 04.41.030 Appointment and Term

#### A. Term

- 1. Board members are nominated by the Mayor and appointed by the City Council.
- The term of office shall be two years.
- 3. The terms of eight of the Board members shall expire in odd-numbered years.
- 4. The terms of seven of the Board members shall expire in even-numbered years.
- 5. The Community Assembly member shall serve a maximum of three (3) consecutive years.
- ((5)) 6. Initial and subsequent Board members may be appointed to such shorter and/or longer terms as are necessary to achieve this term cycle.
- ((6)) 7. No Board member shall serve more than four consecutive full terms.

### B. Vacancy

- 1. Any vacancy may be filled for an unexpired term in the same manner as for an original appointment under this section as amended.
- 2. Appointment to fill the balance of an unexpired term where more than half of the unexpired term remains shall be considered a full term.
- C. To achieve broad representation, city residency shall not be required to serve on the Climate Resilience and Sustainability Board; provided, however, a majority of the Board members shall consist of residents of the city, students of secondary or post-secondary institutions located within the city of Spokane, or business owners or non-profit employees located within the city limits of Spokane.

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

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

PASSED by the City Council on	
	Council President
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Mayor	Date

### Effective Date

Agenda Sheet for City Council:  Committee: PIES Date: 06/16/2025  Committee Agenda type: Information Only		Date Rec'd	5/22/2025
		Clerk's File #	
		Cross Ref #	
Council Meeting Date:		Project #	
Submitting Dept	CITY COUNCIL	Bid #	
<b>Contact Name/Phone</b>	ABIGAIL 625-6426	Requisition #	
Contact E-Mail	AMMARTIN@SPOKANECITY.ORG		
Agenda Item Type	Information Only - Committee		
Council Sponsor(s)	KKLITZKE		
<b>Sponsoring at Adminis</b>	trators Request NO		
Lease? NO	Grant Related? NO Public Works? YES		YES
Agenda Item Name	CITIZENS TRANSPORTATION TRANSPORTATON ADVISORY BOARD 2024		

### **Agenda Wording**

Annual report regarding the 2024 expenditures and projects from the Citizens Transportation Advisory Board (and subsequent conversion to Transportation Commission)

### **Summary (Background)**

Since its creation in 2011, and until it was dissolved in 2024, CTAB provided crucial citizen oversight of transportation projects funded by the Transportation Benefit District funds. This is a residential street repair program, identified in the six-year Pavement Maintenance Program, and establishing work like pothole repair, sub-grade repair, crack sealing, skin patching, thick overlay, grind/overlay, and utility cut patching in addition to other maintenance programs.

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

Staff has historically worked with CTAB on field verification to prioritize residential street repair, namely confirming the pavement condition and prioritizing streets within the annual program. This allows for qualitative assessment and greater inclusion and accuracy in the program as opposed to just relying on a quantitative number.

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

Data is collected annually across the City's streets, and the program funds and projects are intended to be distributed with a goal of equity across the City's districts.

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

The process for project prioritization is iterative and, as mentioned, involves field verification. Staff is often evaluating and reevaluating work in an effort towards continuous improvement and treatment selection.

# <u>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?</u>

The work of the Transportation Benefit District is funded by the \$20 line item in annual licensing renewal per Washington state law and SMC 8.16.060. This program supports our infrastructure maintenance and it ensures we are protecting and elongating the return on our investments through preventive treatments.

### **Council Subcommittee Review**

Not applicable

udget Account  years, months, etc?	
years, months, etc?	
the \$20 line item in annual licensing 3,320,619.64; 2024 Expenditures: \$4	
ditional Approvals	

# Citizens Transportation Advisory Board Annual Report for 2024



Pavement Rating - City of Spokane, Washington

# Abigail Martin, Transportation Benefit District (TBD) Administrator May 2025

Presentation to Transportation Commission for feedback in advance of presentation to City Council

### Citizens Transportation Advisory Board (CTAB) — History

Spokane's Transportation Benefit District was formed in 2011 pursuant to a state law that laws local cities to create special districts to help fund transportation infrastructure through local car tab fees. In its enabling legislation, the City Council designated itself as the governing board of the TBD, and shortly thereafter created the Citizens Transportation Advisory Board (CTAB) to provide citizen oversight of the use of the funds collected by the district.

Since its creation in 2011, and until it was dissolved in 2024, CTAB provided crucial citizen oversight of transportation projects funded by the TBD funds. The CTAB ensured that funded projects were consistent with the parameters established in Chapter 8.16 of the Spokane Municipal Code (SMC) governing the use of TBD funds. Specifically, city law provides the monies are to be used specifically for projects that serve to

Reduce risk of transportation facility failure and improve safety, decrease travel time, increase daily and peak period trip capacity, improve modal connectivity, and preserve and maintain optimal performance of the infrastructure over time to avoid expensive infrastructure replacement in the future.

- Chapter 8.16.060.B., Spokane Municipal Code

Projects funded by the TBD must be identified in the 6-year Pavement Maintenance Program element of the City's 6-year Comprehensive Street Program. The 6-year Pavement Maintenance Program establishes the work components of the program, including: pothole repair, sub-grade repair, crack sealing, skin patching, thick overlay, grind/overlay, and utility cut patching, in addition to other maintenance programs such as leaf pick-up, snow removal, street sweeping, street grading, restriping, weed control, and pavement maintenance and repair for the City's 760 lane miles of arterial streets and 1,460 lane miles of residential streets.

Over the years CTAB primarily has chosen to implement projects that benefited residential streets. Pursuant to SMC 8.16.060.A, about 10% of the funds generated by the TBD are directed to implement the pedestrian program of the 6-year Comprehensive Street Program, including sidewalks.

#### **CTAB Board Members**

Lindsey Shaw District 1 Expires 8/1/2025

Vacant District 1
Vacant District 2
Vacant District 2
Vacant District 3
Vacant District 3

Grant Shipley Bicycle Advisory Board (BAB) Expires 11/11/2024

Cliff Winger Plan Commission

**Transportation** 

Subcommittee (PCTS) Expires 11/11/2024

Vacant Human Rights Commission

Randy McGlenn- Chair Pedestrian Transportation Expires 3/12/2024

Traffic, Community Assembly

### **TBD Governing Board**

Betsy Wilkerson	Chair
Michael Cathcart	District 1
Jonathan Bingle	District 1
Paul Dillon	District 2
Lili Navarrete	District 2
Zack Zappone	District 3
Kitty Klitzke	District 3

Since its inception, the CTAB has submitted an annual report to the City Council on its progress in carrying out its responsibilities as well as its recommendation of funding for specific projects.

In 2024, the City Council overhauled the citizen oversight of transportation infrastructure and created a new Transportation Commission, a nine-member citizen body charged with broad oversight of the city's transportation endeavors. In the process, the CTAB was phased out and its responsibilities transferred to the new commission. In anticipation of these organizational and structural changes, the CTAB recommended a 2024 and a 2025 work plan to the City Council for funding. The projects completed in 2024 were:

Project Name	Work Type
Havana - Central to End North	Recon
Marshall Rd - Thorpe to end of pavement south	Recon
1st - Freya to Rebecca	Grind
Adams - 14th to 6th	Grind
Avon - Napa to Crestline	Grind
Carlisle - Belt to Oak	Grind
Shannon - Washington to Division	Grind
Buckeye from Crestline to Market Et Al	Chip
Cleveland/Rebecca Et Al	Chip
Hartson from Magnolia to Altamont Et Al	Chip
Kensington/Chaucer Et Al	Chip
Normandie from Montgomery to Buckeye Et Al	Chip
Tekoa Et Al	Chip
Augusta from Monroe to Howard Et Al	Crack
Chestnut St Et Al	Crack
Wilding from Standard to Lincoln Et Al	Crack

Funds collected 2011	\$522,382.20
Funds collected 2012	\$2,520,311.82
Funds collected 2013	\$2,547,688.44
Funds collected 2014	\$2,786,148.50
Funds collected 2015	\$2,741,101.64
Funds collected 2016	\$2,889,405.93
Funds collected 2017	\$2,957,528.89
Funds collected 2018	\$3,065,198.38
Funds collected 2019	\$3,067,544.60
Funds collected 2020	\$3,350,186.86
Funds collected 2021	\$3,429,482.95
Funds collected 2022	\$3,372,672.17
Funds collected 2023	\$3,381,612.28
Funds collected 2024	\$3,320,619.64
Total Revenue To Date	\$39,951,884.30

### Annual fund distribution by type of work over time

	<u>2011-2014</u>	<u>2015</u>	<u>2016</u>
Admin	\$18,090.24	\$12,975.86	\$16,595.30
Grind & Overlay	\$2,217,286.00	\$1,100,166.90	\$1,427,323.61
Chip Seal	\$2,015,184.92	\$535,184.97	\$758,693.92
Crack Seal	\$901,295.73	\$532,113.06	\$464,996.07
Mirco Overlay/Slurry Seal	\$0.00	\$0.00	\$0.00
Sidewalk	\$739,776.49	\$334,861.20	\$55,847.76
Other*	\$346,675.36	\$51,765.89	\$0.00
<u>Total</u>	\$6,238,308.74	\$2,567,067.88	<u>\$2,723,456.66</u>

	<u>2017</u>	<u>2018</u>	<u>2019</u>
Admin	\$21,042.61	\$19,855.52	\$16,377.46

Grind & Overlay	\$971,615.27	\$995,665.91	\$1,553,434.65
Chip Seal	\$708,628.61	\$1,432,386.41	\$1,165,309.07
Crack Seal	\$97,469.18	\$27,079.54	\$279,524.31
Mirco Overlay/Slurry Seal	\$0.00	\$0.00	\$0.00
Sidewalk	\$38,754.68	\$294,939.96	\$394,415.48
Other*	\$48,983.29	\$277,907.26	\$492,010.76
<u>Total</u>	\$1,886,493.64	\$3,047,834.60	\$3,901,071.73

	2020	<u>2021</u>	2022	<u>2023</u>
Admin	\$9,127.06	\$9,764.61	\$8,226.73	\$25,132.15
Grind & Overlay	\$183,315.82	\$1,517,719.15	\$2,386,040.72	\$4,031,033.62
Chip Seal	\$40,295.01	\$1,612,018.35	\$894,401.04	\$472,764.56
Crack Seal	\$145,980.36	\$21,638.74	\$0.00	\$0.00
Mirco Overlay/Slurry Seal	\$0.00	\$0.00	\$180,726.58	\$9,511.92
Sidewalk	\$317,620.88	\$42,989.99	\$88,304.80	\$595,550.24
Other*	\$412,962.90	\$0.00	\$0.00	\$0.00
<u>Total</u>	\$1,109,302.03	\$3,204,130.84	\$3,557,699.87	\$5,133,992.49

	<u>2024</u>	<u>Total</u>	<u>%</u>
Admin	\$33,288.90	\$190,476.44	0.50%
Grind & Overlay	\$1,821,448.71	\$18,205,050.36	48.10%
Chip Seal	\$2,586,775.68	\$12,221,642.54	32.29%
Crack Seal	\$0.00	\$2,470,096.99	6.53%
Mirco Overlay/Slurry Seal	\$0.00	\$190,238.50	0.50%
Sidewalk	\$35,965.64	\$2,939,027.12	7.77%
Other*	\$0.00	\$1,630,305.46	4.31%
<u>Total</u>	<u>\$4,477,478.93</u>	\$37,846,837.41	100.00%

	Active Project Allocations (original project budget per RES)	Expenditures to Date	Estimated Remaining Obligation	Design Phase (project not bid nor awarded)
2023 Chip Seal	\$1,592,050	\$1,832,926	\$0	
2024 Chip Seal	\$1,709,464	\$1,063,592	\$0	
2025 Chip Seal	\$1,629,518	\$196,509	\$0	\$1,433,009
2024 Grind & Overlay	\$1,813,623	\$1,802,299	\$0	
2025 Grind & Overlay	\$1,896,123	\$42,245	\$0	\$1,853,878
Driscoll/Alberta/Cochran Sidewalks	\$640,000	\$465,608	\$100,000	
Haven Sidewalks	\$0	\$0	\$100,000	
North Hillyard Sidewalks	\$0	\$696	\$0	\$999,304
Total:	\$9,280,778	<u>\$5,403,874</u>	\$200,000	<u>\$4,286,192</u>

Funds Collected Funds Spent		<u>Obligations</u>	Funds rolled to 2025
\$39,951,884	\$37,846,837	\$200,000	<u>\$1,905,047</u>

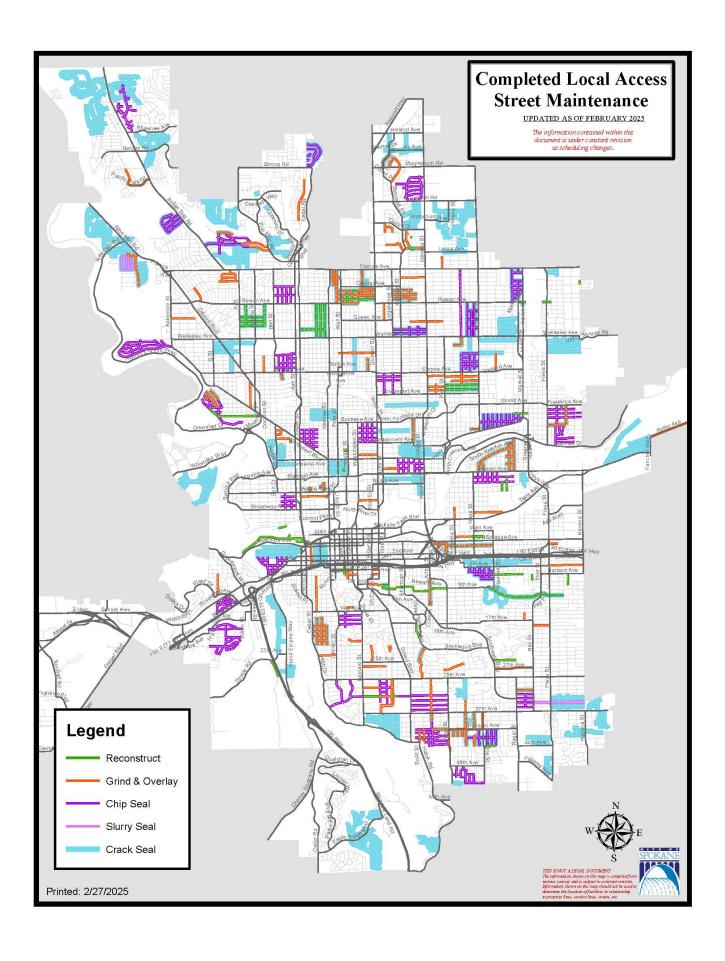
Funds rolled to 2025	Estimated 2025 Rev	2025 Program Recommendations	Funds rolled to 2026
\$1,905,047	\$3,200,000	\$4,286,192	<u>\$579,406</u>

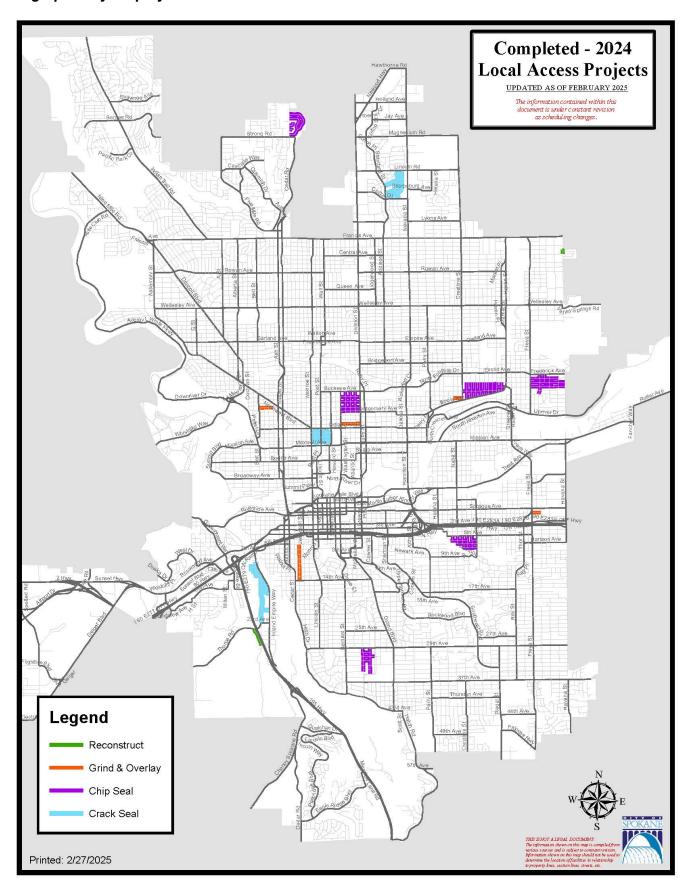
Funds rolled to 2026	Estimated 2026 Rev	2026 Program Recommendations	Funds rolled to 2027
\$579,406	\$3,200,000	To be determined	<u>\$3,779,406</u>

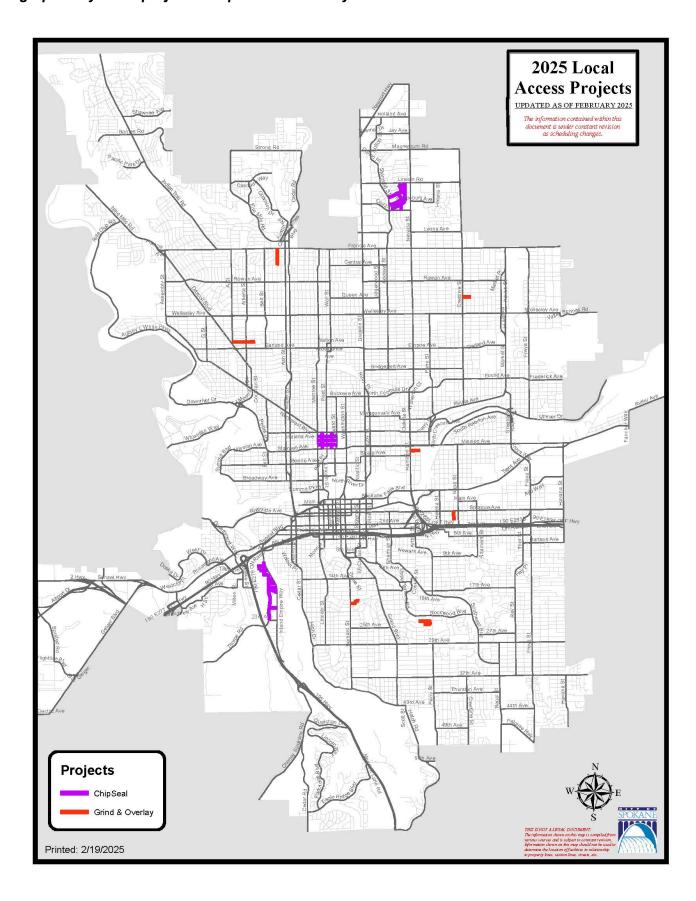
	2025 Recommendations	2025 Recommendations less prior costs
Grind & Overlay	\$1,896,123	\$1,853,878

Chip Seal	\$1,629,518	\$1,433,009
Crack Seal	\$0	\$0
Infill Sidewalk	\$1,000,000	\$999,304
Reconstruction	\$0	\$0
Mirco Overlay	\$0	\$0
Pave Unpaved Roadway	\$0	\$0
New Sidewalk Prog	\$0	\$0
Admin	\$0	\$0
Street Dept Contribution	\$0	\$0
<u>Total:</u>	<u>\$4,525,641</u>	<u>\$4,286,192</u>

Geographic layout of last five years of projects by type







### Ongoing outreach and communication efforts

The Transportation Benefit District continues its outreach endeavors. The CTAB, in 2023, set aside funding for signs to be made that could stand up during project construction to alert passersby and users that the residential street repair/sidewalk construction they are witnessing is funded through their car tab fees! Those efforts continue as part of a broader campaign to inform our community about the purpose behind their \$20 car tabs- maintenance, investment, and improvements to our city infrastructure specifically related to transportation. The signs, however, were printed with "Brought to you by CTAB..." language, and so the Transportation Commission will need to determine how to proceed/whether to produce new signs given the dissolved body.

SPOKANE	OKANE Agenda Sheet for City Council:			Date Rec'd	4/14/2025		
	Committee: PIES Date: 06/16/2025		Clerk's File #				
Committee Agenda type: Consent			Cross Ref #				
Council I	Meeting Date:			Project #	2024067		
Submit	ting Dept	ENGINEERING SERVIC	ES	Bid #			
	t Name/Phone	DAN BULLER 639	1	Requisition #			
Contac	t E-Mail	DBULLER@SPOKANEC	ITY.ORG				
Agenda	Item Type	Engineer Construction	Contract				
Council	Sponsor(s)	KKLITZKE					
Sponso	ring at Administ	trators Request	NO				
Lease?	NO	Grant Related?	NO	Public Works?	YES		
Agenda	Item Name	0370 - LOW BID AWAF	RD - 3RD AVENU	E STEVENS TO DIVISION	ON GRIND AND		
Agenda	Wording						
Low Bid o	f (to be determined a	it bid opening) (City, ST)	for {project nan	ne and number} - \$	. An		
		, which is 10% of the co					
Council)	и	, 20,0 0. 00 00		( (			
,							
<u>Summa</u>	ry (Background	1					
This feder	ally funded project g	rinds and overlays Divis	ion Street from S	Stevens to Division St	reets including		
minor sto	rmwater and water ir	mprovements, curb ram	ps, etc. and is p	lanned for constructi	on next year. Next		
		d and overlay 3rd Aveni			•		
-	· · ·	The low bid from (to be		•			
-	· · · · ·	low) the Engineer's Esti			<del></del>		
		l information will be pro			cre received as		
TOHOWS. (t	.o be determined). Ar	i illiorillation will be pro	Mided prior to ti	ie councii vote date.			

What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a
consistent level of service to all, distribute public investment throughout the community, and respond to gaps
in services identified in various City plans.
How will dote be collected engineed and reported concerning the effect of the
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 cliens with surrent City Policies, including the
Describe how this proposal aligns with current City Policies, including the
Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program,
<b>Neighborhood Master Plans, Council Resolutions, and others?</b>
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 E	udget? YES	
Total Cost	<b>\$</b> 1,250,000.00	
Current Year Cost	<b>\$</b> 1,250,000.00	
Subsequent Year(s) Cost	\$	
Narrative		

This project is funded by a federal grant.

Amount		Budget Account
Expense <b>\$</b> 1,250,000.00		<b>#</b> 3200 95164 95300 56501 86162
Select	\$	#

One-Time **Funding Source** Funding Source Type Grant

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

**Expense Occurrence** One-Time

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

Approvals	Additional Approvals
Dept Head	
<u>Division Director</u>	
Accounting Manager	
<u>Legal</u>	
For the Mayor	
Distribution List	

	jrhall@spokanecity.org
Tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
eraea@spokanecity.org	pyoung@spokanecity.org
dbuller@spokanecity.org	jradams@spokanecity.org
mvallen@spokanecity.org	

SPOKANE Agenda Sheet for City Council:		Date Rec'd	6/12/2025	
Committee: PIES Date: 06/16/2025 Committee Agenda type: Discussion			Clerk's File #	OPR 2023-0658
			Cross Ref #	
Council Meeting Date: 06/30/2025			Project #	
Submitting Dept	MUNICIPAL CO	OURT	Bid #	RFP 5841-23
<b>Contact Name/Phone</b>	SARAH 509-625-4146		Requisition #	
Contact E-Mail	STHOMPSON@	SPOKANECITY.ORG		
Agenda Item Type	Contract Item			
Council Sponsor(s) ZZAPPONE KKLITZKE			BWILKERSON	
<b>Sponsoring at Adminis</b>	trators Requ	iest NO		
Lease? NO	Lease? NO Grant Related? YES		Public Works?	NO
Agenda Item Name	0560-CONTRACT WITH PHOENIX COUNSELING FOR DOMESTIC VIOLENCE			

### **Agenda Wording**

Municipal Court's Domestic Violence Intervention Treatment Court is requesting a Contract Amendment and Renewal for Domestic Violence Intervention Treatment with Phoenix Counseling Services for May 1, 2025 through June 30, 2026 in an amount not to exceed \$55,000.

### **Summary (Background)**

The original contract with Phoenix Counseling Services, OPR 2023-0658, dated May 27, 2023 and June 20, 2023 are incorporated by reference in this contract renewal amendment. This renewal is effective May 1, 2025 through June 30, 2026 and is subject to funding from the Administrative Office of the Courts (AOC). Invoices incurred from May 2025 and June 2025 will be reimbursed from the current AOC award ending June 30, 2025. Funding to support July 2025 through June 2026 will be a new award from the AOC and submitted to Council in July 2025.

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

The Spokane Municipal Court and each of the existing and future therapeutic courts does not control who comes into court but does control how individuals are treated when they come into court. The Court prides itself in working toward the highest level of accessible justice ensuring an equitable, open, and fair service to the citizens and visitors of the City of Spokane. The inclusiveness of the court does not discriminate against race, age, gender, or socio-economic status. The Spokane Municipal Court includes several therapeutic courts such as the Spokane Municipal Community Court, which is a nationally recognized Mentor Court based upon

## 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 Domestic Violence Intervention Therapeutic Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the DVITC or any bias against race, age, gender, or socioeconomic status, the court may address the data and alternative methodology of services with the multidisciplinary court team.

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

The Domestic Violence Intervention Therapeutic Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the DVITC or any bias against race, age, gender, or socioeconomic status, the court may address the data and alternative methodology of services with the multidisciplinary court team.

# 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 development and implementation of a Domestic Violence Intervention Therapeutic Court, funding to provide necessary treatment and reduce criminogenic needs and barriers is a critical element of the City's criminal justice reform efforts.

Council	Subcommittee	Review

Fiscal Impact		
Approved in Current Year Bu	udget? YES	
Total Cost	<b>\$</b> 55,000	
Current Year Cost	<b>\$</b> 55,000	
Subsequent Year(s) Cost	<b>\$</b> 55,000	

### **Narrative**

The Administrative Office of the Courts provides funding to support Domestic Violence Intervention treatment within the Municipal Court's Therapeutic Court program. There is no match required. Funding is considered ongoing however requires annual awards.

Amoun	<u>t</u>	Budget Account
Select	\$	#

Funding Source Type Grant

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

Yes

**Expense Occurrence** Recurring

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

No match required.

Approvals		Additional Approval	
Dept Head		ACCOUNTING -	<u></u>
Division Director		PURCHASING	
Accounting Manager			
Legal			
For the Mayor			
Distribution List			
Brandy McBride bam@phoenixcounselingservices.org		Sarah Thompson sthompson	on@spokanecity.org
Howard Delaney hdelaney@spokanecity.org		Kristin O'Sullivan kosullivar	n@spokanecity.org
Amy Harte aharte@spokanecity.org		Derrek Daniels ddaniels@s	pokanecity.org
Danil Tyurin dtyurin@spokanecity.org			



### **City of Spokane**

### CONTRACT AMENDMENT AND RENEWAL 2 of 4

Title: DOMESTIC VIOLENCE SCREENING, TREATMENT

This Contract Renewal Amendment is made and entered into by and between the CITY OF SPOKANE as ("City"), a Washington municipal corporation, and PHOENIX COUNSELING SERVICES, LLC, whose address is 901 East Second Avenue, Suite 204, Spokane, Washington 99202, 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 Domestic Violence Screening, Treatment Assessment, and Treatment Services; and

WHEREAS, a change or revision of the Work has been requested, and

WHEREAS, the initial contract provided for four (4) additional one-year renewals, with this being the second of those renewals.

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

### 1. CONTRACT DOCUMENTS.

The original Contract, dated May 27, 2023 and June 20, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

### 2. EFFECTIVE DATE.

This Contract Renewal Amendment shall become effective on May 1, 2025 and end on June 30, 2026.

### 3. AMENDMENT.

The Statement of Work from the original Contract has been amended and is attached hereto.

#### 4. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)**, plus applicable tax,, for everything furnished and done under this Contract Renewal Amendment. 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. DEBARMENT AND SUSPENSION.

25-139

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

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

PHOENIX COUNSELING SERVICES, LLC	CITY OF SPOKANE
By	By
Signature Date	Signature Date
Type or Print Name	Type or Print Name
Title	Title
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Attachments that are part of this Agreement:	
Exhibit A – Certificate of Debarment Exhibit B - Amended Statement of Word	

### 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

- 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**

Agenda Sheet for City Council:  Committee: PIES Date: 06/16/2025  Committee Agenda type: Consent		Date Rec'd	6/11/2025	
		Clerk's File #	OPR 2025-0470	
		Cross Ref #	OPR 2023-0682	
Council Meeting Date: 07/14	/2025	Project #		
Submitting Dept	STREETS	Bid #		
<b>Contact Name/Phone</b>	CLINT HARRIS 625-7744	Requisition #		
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG			
Agenda Item Type	Purchase w/o Contract			
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE			
Sponsoring at Administrators Request NO				
Lease? NO	<b>Grant Related?</b> NO	Public Works?	NO	
Agenda Item Name	1100 - STREETS NUVO GAP MATERIAL VALUE BLANKET			

### **Agenda Wording**

The Street Department is seeking approval for a Value Blanket for the purchase of Nuvo Gap, through Special Asphalt Products Inc., for no more than \$85,000. The pricing is based upon the pricing found on State Contract #07121.

### **Summary (Background)**

Nuvo Gap is a product that will preserve the lift and integrity of City roadways where cracks larger than one inch across have formed, preventing further degradation from moisture freeze/thaw cycles.

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?
<u></u>
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
Council Subcommittee Review

Fiscal Impact		
Approved in Current Year B	Budget? YES	
Total Cost	<b>\$</b> 85,000	
Current Year Cost	<b>\$</b> 85,000	
Subsequent Year(s) Cost	\$	
Name 4!		

### **Narrative**

<b>Amount</b>		Budget Account
Expense	<b>\$</b> 85,000	<b>#</b> 1100-21700-42300-53210-99999
Select	\$	#

Funding Source Type Select

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

**Expense Occurrence** Recurring

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

<b>Approvals</b>		Additional Approvals
Dept Head	HARRIS, CLINT E.	
<b>Division Director</b>	FEIST, MARLENE	
<b>Accounting Manager</b>	ZOLLINGER, NICHOLAS	
Legal	HARRINGTON,	
For the Mayor	PICCOLO, MIKE	

### **Distribution List**

	ceharris@spokanecity.org
jwthomas@spokanecity.org	streetaccounting@spokanecity.org
rrinderle@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	

SPOKANE Agenda Sheet	for City Council:	Date Rec'd	6/11/2025
Committee: PIES D		Clerk's File #	OPR 2025-0471
Committee Agend	la type: Consent	Cross Ref #	2023-0683
Council Meeting Date: 07/14	/2025	Project #	
Submitting Dept	STREETS	Bid #	
<b>Contact Name/Phone</b>	CLINT HARRIS 625-7744	Requisition #	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON JBINGLE	KKLITZKE	
<b>Sponsoring at Adminis</b>	trators Request NO		
Lease? NO	Grant Related? NO	<b>Public Works?</b>	NO
Agenda Item Name	1100 - STREETS CRACK SEALANT VAI	LUE BLANKET	

### **Agenda Wording**

The Street Department is seeking approval for a Value Blanket for the purchase of SA Premier Crack Sealant, from Special Asphalt Products Inc., for no more than \$130,000. The pricing for this material is based upon the pricing found on State Contract #07121.

### **Summary (Background)**

SA Premier Crack Sealant is a product used to extend the life of City roadways, greatly reducing the impact of freeze/thaw cycles on surface conditions and structural longevity.

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?
<u></u>
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
Council Subcommittee Review

Fiscal Impact		
Approved in Current Year B	udget? YES	
Total Cost	<b>\$</b> 130,000	
Current Year Cost	<b>\$</b> 130,000	
Subsequent Year(s) Cost	\$	
Nowestive		

### **Narrative**

<u>Amount</u>		Budget Account
Expense	<b>\$</b> 130,000	<b>#</b> 1100-21700-42300-53210-99999
Select	\$	#

Funding Source Type Select

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

Expense Occurrence Recurring

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

<b>Approvals</b>		Additional Approvals
Dept Head	HARRIS, CLINT E.	
<b>Division Director</b>	FEIST, MARLENE	
<b>Accounting Manager</b>	ZOLLINGER, NICHOLAS	
Legal	HARRINGTON,	
For the Mayor	PICCOLO, MIKE	

### **Distribution List**

	ceharris@spokanecity.org
jwthomas@spokanecity.org	streetaccounting@spokanecity.org
rrinderle@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	

SPOKANE Agenda Sheet	for City Council:	Date Rec'd	6/10/2025
Committee: PIES D	• •	Clerk's File #	OPR 2025-0468
Committee Agend	la type: Consent	Cross Ref #	
Council Meeting Date: 07/14	/2025	Project #	
Submitting Dept	WASTEWATER MANAGEMENT	Bid #	TIPS CONTRACT
<b>Contact Name/Phone</b>	FRED BROWN 625.6307	Requisition #	CR27583
Contact E-Mail	FBROWN@SPOKANECITYORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON JBINGLE	KKLITZKE	
<b>Sponsoring at Adminis</b>	trators Request NO		
Lease? NO	<b>Grant Related?</b> NO	Public Works?	YES
Agenda Item Name	4320 - RPWRF - CONTRACT FOR HV	AC IMPROVEMENTS	

### **Agenda Wording**

Contract with McKinstry Essention, LLC, Seattle, WA to perform HVAC improvements at the Riverside Park Water Reclamation Facility. Term June 22, 2025 to December 31, 2026 for cost of \$2,753,237.00 plus applicable taxes.

### **Summary (Background)**

The Riverside Park Water Reclamation Facility is in need of HVAC upgrades and procured McKinstry Essention through the Interlocal Purchasing System (TIPS) for Energy Savings Performance - Contract NO. 220140.

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

N/A - Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

N/A - This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers and maintain compliance with regulatory requirements.

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

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

# <u>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?</u>

This work is consistent with all City Policies and Procedures and is required to maintain compliance with regulatory requirements.

### **Council Subcommittee Review**

PIES on June 16, 2025

Fiscal Impact	
Approved in Current Year B	udget? YES
Total Cost	<b>\$</b> 2,753,237.00
Current Year Cost	<b>\$</b>
Subsequent Year(s) Cost	\$

### **Narrative**

This has been planned in the CIP.

Amount		Budget Account
Expense	<b>\$</b> 2,753,237.00	<b>#</b> 4320.43290.35148.54801.10152
Select	\$	#

Funding Source Type One-Time
Program Revenue

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

Yes

Expense Occurrence	N/A
--------------------	-----

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

Approvals		Additional Approvals	
Dept Head	GENNETT, RAYLENE	<u>PURCHASING</u>	PRINCE, THEA
<b>Division Director</b>	FEIST, MARLENE		
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		
<b>Distribution List</b>			
Dale Silha dales@McKinstry.com		hbarnhart@spokanecit	ty.org
kkeck@spokanecity.org		mmurray@spokanecity.org	
Tax & Licenses		rpwrfaccounting@spol	kanecity.org
tlester@spokanecity.org			



New search Back to results

# **Susiness Lookup**

License Information:

**Entity name:** 

MCKINSTRY ESSENTION, LLC

**Business name:** 

MCKINSTRY ESSENTION LLC

**Entity type:** 

**Limited Liability Company** 

**UBI #:** 

603-259-907

**Business ID:** 

001

**Location ID:** 

0001

Location:

Active

**Location address:** 

5005 3RD AVE S

SEATTLE WA 98134-2423

Mailing address:

PO BOX 24567

SEATTLE WA 98124-0567

**Excise tax and reseller permit status:** 

Click here

**Secretary of State information:** 

Click here

**Endorsements** 

Page 3 of 4 >

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
Richland General Business - Non- Resident				Active	Dec-31-2025	Jun-16-2023
Royal City General Business - Non-Resident				Active	Dec-31-2025	Dec-07-2021
Sammamish General Business - Non-Resident				Active	Dec-31-2025	Jan-02-2025
SeaTac General Business - Non- Resident				Active	Dec-31-2025	Jun-12-2019
Sedro Woolley General Business - Non-Resident				Active	Dec-31-2025	Feb-01-2013
Sequim General Business - Non- Resident				Active	Dec-31-2025	Jun-20-2018
Shelton General Business - Non- Resident	0053230			Active	Dec-31-2025	Sep-12-2018
Snoqualmie General Business - Non-Resident				Active	Dec-31-2025	Sep-18-2023
Spokane General Business - Non- Resident				Active	Dec-31-2025	Jan-31-2013
Sprague General Business - Non- Resident			92	Active	Dec-31-2025	Jan-06-2025
Stanwood General Business - Non-Resident	272			Active	Dec-31-2025	Mar-30-2017
Sumner General Business - Non-			×	Active	Dec-31-2025	Jul-22-2015

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Resident						
Tukwila General Business - Non- Resident			*	Active	Dec-31-2025	Mar-27-2019
Tumwater General Business - Non-Resident	R-011732			Active	Dec-31-2025	Feb-05-2013
University Place General Business - Non-Resident				Active	Dec-31-2025	Feb-01-2013

# Owners and officers on file with the Department of Revenue

Owners and officers	т	itle
Owners and officers	1	itte

ALLEN, DEAN

AWAD, ASH

FRANK, MICHAEL

HAGAR, JOSEPH

PEDERSEN, JAMIE

# **Registered Trade Names**

Registered trade names	Status	First issued
MCKINSTRY ESSENTION LLC	Active	Jan-31-2013

# **Contact us**

How are we doing? **Take our survey!** 

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Check if your browser is supported



# CERTIFICATE OF LIABILITY INSURANCE

KGIRIDHARRAO

DATE (MM/DD/YY

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

1/31/2025 IOLDER. TI THE POLIC

PR	his certificate does not confer rights to DDUCER				CONT	CT		· · · · · · · · · · · · · · · · · · ·		
Hub International Northwest LLC PO Box 3018				by had in			No): (425)	485-8489		
	thell, WA 98041				E-MAIL ADDRI	ss: now.info	@hubinter	rnational.com	1.	
						INS	SURER(S) AFFO	RDING COVERAGE		NAIC#
					INSUR	ERA: The Tra	velers Ind	emnity Company		25658
INS	URED				INSUR	ER B : Traveler	s Property (	Casualty Company of	America	25674
	McKinstry Co. LLC				INSUR	ER C:				
	PO Box 24567 Seattle, WA 98124-0567				INSURER D :					
	Seattle, WA 96124-0507				INSUR	RE:				
					INSUR	ERF:				
				E NUMBER:				REVISION NUMBER		
II C	HIS IS TO CERTIFY THAT THE POLICIE NDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PER POLIC	REM TAIN, CIES,	ENT, TERM OR CONDITIO , THE INSURANCE AFFOR LIMITS SHOWN MAY HAVE	N OF A	ANY CONTRAI Y THE POLIC REDUCED BY	CT OR OTHER IES DESCRIE PAID CLAIMS	R DOCUMENT WITH RE BED HEREIN IS SUBJEC	SPECT TO	WHICH THIS
INSF		ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		IMITS	
Α	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	2,000,00
	CLAIMS-MADE X OCCUR	X	Х	VTC2K-CO-5643B901-IN	D-25	1/31/2025	3/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence	) \$	300,00
	X WA Stop Gap							MED EXP (Any one person	\$	10,00
								PERSONAL & ADV INJURY	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,00	
	POLICY X PRO-							PRODUCTS - COMP/OP A	GG \$	4,000,000
В	OTHER:		_					COMBINED SINGLE LIMIT		0.000.00
J	X ANY AUTO							(Ea accident)	\$	2,000,000
				VTC2J-CAP-5643B913-TI	TIL-25   1/31/2025   3/1/20	3/1/2026 BODIL	BODILY INJURY (Per person	n) \$		
							BODILY INJURY (Per accid	ent) \$		
	HIRED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
_	LIMPRELLA LIAR								\$	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE							EACH OCCURRENCE	\$	
	DED RETENTION \$							AGGREGATE	\$	
Α	to the second se							PER X OTH	\$ H-	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTMER/EYECUTIVE			VTC2K-CO-5643B901-IND	0-25	1/31/2025	3/1/2026	The Seattly Billion 10 10 10 10 10 10 10 10 10 10 10 10 10		1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A			10 10 17 17 17 17 17 17 17 17 17 17 17 17 17	170172020 37172020	0,112020	E.L. EACH ACCIDENT	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOY		1,000,000	
-	DESCRIPTION OF OPERATIONS BRIOW	-						E.L. DISEASE - POLICY LIN	AIT \$	1,000,000
ity	RIPTION OF OPERATIONS / LOCATIONS / VEHICL MCK Job #124151 Spokane WWTP Modi of Spokane is included as Additional Ins s/endorsements.	ne ne	ater	Replacements					attached	
CEF	RTIFICATE HOLDER				CANC	ELLATION	v			
City of Spokane 4401 N Aubrey L White Pkwy				THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE EREOF, NOTICE WILI Y PROVISIONS.	CANCELL L BE DEI	ED BEFORE LIVERED IN	
	Spokane, WA 99205			-	1	IZED REPRESEN	TATIVE			



# BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only 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. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
  - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
    - (a) The Additional Insured Owners, Lessees or Contractors (Form B) endorsement CG 20 10 11 85; or
    - (b) Either or both of the following: the Additional Insured Owners, Lessees or Contractors Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37 10 01:

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured Owners, Lessees or Contractors Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or
- (b) Either or both of the following: the Additional Insured Owners, Lessees or Contractors Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
  - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
  - (b) 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

#### COMMERCIAL GENERAL LIABILITY



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:
  - (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.



# OTHER INSURANCE – DESIGNATED ADDITIONAL INSUREDS – PRIMARY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE OF DESIGNATED ADDITIONAL INSUREDS

Any person or organization that qualifies as an additional insured under such other

endorsement to this Coverage Part, if you agree in a written contract to include such

person or organization as an additional insured on this Coverage Part and such

written contract:

a. Specifically requires that this insurance apply on a primary basis or a primary and

non-contributory basis; and

b. Was signed and executed by you before, and is in effect when, the "bodily injury"

or "property damage" occurs or the "personal injury" or "advertising injury" offense

is committed

### **PROVISIONS**

The following is added to Paragraph 4.a., Primary Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance afforded under this Coverage Part to any additional insured shown in the Schedule Of

Designated Additional Insureds is primary to any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance.



# XTEND ENDORSEMENT FOR CONTRACTORS

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.

- A. Who Is An Insured Unnamed Subsidiaries
- B. Blanket Additional Insured Governmental Entities – Permits Or Authorizations Relating To Operations

#### **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, joint venture or limited liability company, 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:

- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability Railroads
- F. Damage To Premises Rented To You
  - 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.

B. 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:

- 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".

### C. INCIDENTAL MEDICAL MALPRACTICE

- 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.
- 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 or paramedic; 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.
- 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:

- 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.

# D. 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
- "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

# E. CONTRACTUAL LIABILITY - RAILROADS

- The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
  - c. Any easement or license agreement;



Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

# F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- **a.** Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- **b.** The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



# TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

# SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	\$ 25,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000

# **Designated Projects:**

Each "project" away from premises owned by or rented to you Designated Locations: Each premises owned by or rented to you

# **Designated Locations:**

Each premises owned by or rented to you

### **PROVISIONS**

- The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
- 2. The following replaces Paragraph 1. of SECTION III LIMITS OF INSURANCE:
- The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - **b.** Claims made or "suits" brought;



- Persons or organizations making claims or bringing "suits"; or
- d. "Projects" or "locations".
- 3. The following replaces Paragraph 2. of SECTION III LIMITS OF INSURANCE:
  - 2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:
    - (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
    - (2) Damages under Coverage B; and
    - (3) Medical expenses under Coverage C.
    - b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
      - (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
        - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
        - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;
        - that can be attributed only to operations at a single "project".
      - (2) The Designated Project Aggregate Limit applies separately to each "project".
      - (3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
      - (4) The Designated Project Aggregate Limit does not apply to damages

- under Coverage **B**. Instead, the General Aggregate Limit described in Paragraph **2.d.** below applies to such damages.
- (5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.
- c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
  - (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
    - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
    - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;
    - that can be attributed only to operations at a single "location".
  - (2) The Designated Location Aggregate Limit applies separately to each "location".
  - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
  - (4) The Designated Location Aggregate Limit does not apply to damages ssunder Coverage B. Instead, the General Aggregate Limit described in



Paragraph **2.d.** below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:
  - (a) The Total Aggregate Limit; and
  - (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

- d. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
  - (1) The General Aggregate Limit is the most we will pay for the sum of:
    - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences". and medical expenses under Coverage C for "bodily injury" caused bν accidents. that cannot be attributed only to operations at a single "project" or a single "location"; and
    - (b) Damages under Coverage B.
  - (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
  - (3) Any payments made for damages or medical expenses to which the

General Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

- The following replaces Paragraph 3. of SECTION III LIMITS OF INSURANCE:
  - 3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".
- **5.** The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects and Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-ofway of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule — Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and 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 a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-ofway of a railroad, will be considered a single "project".





REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

# CERTIFICATE OF LIABILITY INSURANCE

BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZ...

DATE (MM/DD/YY

1/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. TI CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLIC

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). CONTACT **Hub International Northwest LLC** PHONE (A/C, No, Ext): (425) 489-4500 FAX (A/C, No): (425) 485-8489 PO Box 3018 Bothell, WA 98041 E-MAIL ADDRESS: now.info@hubinternational.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: The Travelers Indemnity Company 25658 INSURER B: Travelers Property Casualty Company of America INSURED 25674 McKinstry Co. LLC INSURER C : PO Box 24567 INSURER D : Seattle, WA 98124-0567 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. ADDL SUBR TYPE OF INSURANCE POLICY NUMBER LIMITS X COMMERCIAL GENERAL LIABILITY 2.000.000 EACH OCCURRENCE 300,000 CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) VTC2K-CO-5643B901-IND-25 1/31/2025 3/1/2026 Χ Х χ WA Stop Gap 10,000 MED EXP (Any one person) 2,000,000 PERSONAL & ADV INJURY 4,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 4,000,000 POLICY X PRO-PRODUCTS - COMP/OP AGG \$ OTHER: В COMBINED SINGLE LIMIT (Ea accident) 2,000,000 AUTOMOBILE LIABILITY X ANY AUTO VTC2J-CAP-5643B913-TIL-25 1/31/2025 3/1/2026 BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) NON-OWNED AUTOS ONLY HIRED AUTOS ONLY UMBRELLA LIAB OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION \$ PER STATUTE X OTH-WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 3/1/2026 VTC2K-CO-5643B901-IND-25 1/31/2025 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/A 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: MCK Job #123996 Spokane WWTP Gas Compressor Room Controls City of Spokane is included as Additional Insured, coverage is primary and non-contributory and waiver of subrogation applies per the attached forms/endorsements. CERTIFICATE HOLDER 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. City of Spokane 4401 N Aubrey L White Pkwy Spokane, WA 99205 AUTHORIZED REPRESENTATIVE

Elle Stepach



# BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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: and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule:

is an insured, but:

- a. Only 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. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
  - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
    - (a) The Additional Insured Owners, Lessees or Contractors (Form B) endorsement CG 20 10 11 85; or
    - (b) Either or both of the following: the Additional Insured Owners, Lessees or Contractors Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37 10 01:

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured Owners, Lessees or Contractors Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or
- (b) Either or both of the following: the Additional Insured Owners, Lessees or Contractors Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
  - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
  - (b) 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

### COMMERCIAL GENERAL LIABILITY



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:
  - (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.



# OTHER INSURANCE – DESIGNATED ADDITIONAL INSUREDS – PRIMARY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

# SCHEDULE OF DESIGNATED ADDITIONAL INSUREDS

Any person or organization that qualifies as an additional insured under such other

endorsement to this Coverage Part, if you agree in a written contract to include such

person or organization as an additional insured on this Coverage Part and such

written contract:

a. Specifically requires that this insurance apply on a primary basis or a primary and

non-contributory basis; and

- b. Was signed and executed by you before, and is in effect when, the "bodily injury"
- or "property damage" occurs or the "personal injury" or "advertising injury" offense

is committed

# **PROVISIONS**

The following is added to Paragraph 4.a., Primary Insurance, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance afforded under this Coverage Part to any additional insured shown in the Schedule Of

Designated Additional Insureds is primary to any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance.



# XTEND ENDORSEMENT FOR CONTRACTORS

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.

- A. Who Is An Insured Unnamed Subsidiaries
- **B.** Blanket Additional Insured Governmental Entities Permits Or Authorizations Relating To Operations

### **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, joint venture or limited liability company, 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:

- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability Railroads
- F. Damage To Premises Rented To You
  - **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.

B. 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:

- 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".

# C. INCIDENTAL MEDICAL MALPRACTICE

- 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.
- 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 or paramedic; 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.
- 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:

- 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.

# D. 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
- "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

# E. 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;



Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

# F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- **a.** Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- **b.** The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



# TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

# SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	\$ 25,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000

# **Designated Projects:**

Each "project" away from premises owned by or rented to you Designated Locations: Each premises owned by or rented to you

# **Designated Locations:**

Each premises owned by or rented to you

# **PROVISIONS**

- The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
- 2. The following replaces Paragraph 1. of SECTION III LIMITS OF INSURANCE:
- The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought;

- **c.** Persons or organizations making claims or bringing "suits"; or
- d. "Projects" or "locations".
- 3. The following replaces Paragraph 2. of SECTION III LIMITS OF INSURANCE:
  - 2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:
    - (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
    - (2) Damages under Coverage B; and
    - (3) Medical expenses under Coverage C.
    - b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
      - (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
        - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
        - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;
        - that can be attributed only to operations at a single "project".
      - (2) The Designated Project Aggregate Limit applies separately to each "project".
      - (3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
      - (4) The Designated Project Aggregate Limit does not apply to damages

- under Coverage **B**. Instead, the General Aggregate Limit described in Paragraph **2.d**. below applies to such damages.
- (5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.
- c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
  - (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
    - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences": and
    - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;
    - that can be attributed only to operations at a single "location".
  - (2) The Designated Location Aggregate Limit applies separately to each "location".
  - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
  - (4) The Designated Location Aggregate Limit does not apply to damages ssunder Coverage B. Instead, the General Aggregate Limit described in



- Paragraph **2.d.** below applies to such damages.
- (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:
  - (a) The Total Aggregate Limit; and
  - (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

- d. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
  - (1) The General Aggregate Limit is the most we will pay for the sum of:
    - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage C for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and
    - (b) Damages under Coverage B.
  - (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
  - (3) Any payments made for damages or medical expenses to which the

General Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

- 4. The following replaces Paragraph 3. of SECTION III LIMITS OF INSURANCE:
  - 3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".
- The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule — Limits Of Insurance And Designated Projects and Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-ofway of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule — Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and 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 a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-ofway of a railroad, will be considered a single "project".



# City of Spokane

# PUBLIC WORKS AGREEMENT

Title: RIVERSIDE PARK WATER RECLAMATION FACILITY HVAC IMPROVEMENTS

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **McKINSTRY ESSENTION**, **LLC**, whose address is 5005 Third Avenue South, Seattle, Washington, 98134 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is to perform **HVAC Improvements at the Riverside Park Water Reclamation Facility**; and

WHEREAS, the Contractor was selected through the Interlocal Purchasing System for Energy Savings Performance Contracts No. 220104.

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

# 1. TERM OF CONTRACT.

The term of this Contract begins on June 22, 2025, and ends on December 31, 2026, unless amended by written agreement or terminated earlier under the provisions.

# 2. TIME OF BEGINNING AND COMPLETION.

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

# 3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Contract is described in their Energy Services Proposal dated April 7, 2025, which is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. 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 HVAC Improvements at the Riverside Park Water Reclamation Facility and the associated Scope of Work and the specifications referenced therein.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g., detailed outline of

completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

# 4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **TWO MILLION SEVEN HUNDRED FIFTY-THREE THOUSAND TWO HUNDRED THIRTY-SEVEN AND NO/100 DOLLARS** (\$2,753,237.00), plus applicable sales tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939. All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

# 5. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

# 6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

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

# 7. STATE PREVAILING WAGES.

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

# 8. BONDS.

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

Contractor shall furnish performance and payment Bonds, each in an amount equal to the Construction Cost. The Bonds shall cover completion of the physical work per the approved design, and shall not guarantee or warranty efficiency or system performance. The Bonds shall not cover any obligation of the contractor to ensure that the work as constructed will result in any particular level of energy savings. Any suit on the Bonds must be brought within the period of one (1) year after substantial completion, as defined in the contract; provided, however, that if this suit limitation is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

# 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. TAXES, FEES AND LICENSES.

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

# 11. CITY OF SPOKANE BUSINESS LICENSE.

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

# 12. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

# 13. DEBARMENT AND SUSPENSION.

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

# 14. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability 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 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 indemnification provided for in this section shall survive any termination or expiration of this Contract.

## 15. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;
  - i. Acceptable supplementary Umbrella coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and;

- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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 coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the 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.

# 16. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. 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;
    - 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).

# 17. INDEPENDENT CONTRACTOR.

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

# 18. ASSIGNMENT AND SUBCONTRACTING.

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

## 19. TERMINATION.

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

# 20. STANDARD OF PERFORMANCE.

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

# 21. ANTI KICK-BACK.

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

# 22. 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.

# 23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract. The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract

documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

# 24. MISCELLANEOUS PROVISIONS.

- A. **Amendments/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 City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane in connection with this Agreement are *public records* and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).
- J. Neither party shall be liable for any consequential, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, whether based in contract or tort or any other theory, even if a party has been advised of the possibility of such damages.
- K. Notwithstanding any other provision(s) of this or any related agreement(s), if McKinstry's work is delayed, disrupted, suspended, or otherwise operationally or financially impacted as

a direct or indirect result of events beyond McKinstry's control, including armed conflict, war, trade wars, tariffs, and/or pandemic events (including due to (1) disruptions and/or price increases to inputs including materials, equipment, or labor; (2) illness of McKinstry's workforce and/or unavailability of labor; (3) government quarantines, closures, or other mandates, restrictions, and/or directives; and/or (4) owner or third party delays, restrictions and/or directives) then McKinstry shall be entitled to a reasonable equitable adjustment to its scope, savings, schedule, duration, and price to account for such delays, disruptions, suspensions, and impacts.

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

McKINSTRY ESSENTION	ON, LLC	CITY OF SPOKANE			
By	Date	By	Date		
Signature	Date	Signature	Date		
Type or Print Name		Type or Print Name			
Title Attest:		 Title Approved as to form:			
,		, <b>, , , , , , , , , , , , , , , , , , </b>			
City Clerk		Assistant City Attorney			

# Attachments that are part of this Agreement:

Exhibit A – Debarment Certification
Payment Bond
Performance Bond
Exhibit B - Contractor's Energy Services Proposal dated April 7, 2025

25-125a

### **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 actual knowledge and belief, that its officers and directors:
  - 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.
- 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)

# PAYMENT BOND

We, Mckinstry essention, LLC, as principal, and Western Surety Co., as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of TWO MILLION FOUR HUNDRED EIGHTY-THREE THOUSAND FOUR HUNDRED NINETY-SEVEN AND NO/100 DOLLARS (\$2,483,497.00) 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 **HVAC Improvements at the Riverside Park Water Reclamation Facility.** 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	
	McKINSTRY ESSENTION, LLC,
	AS PRINCIPAL
	By:
A valid <u>POWER OF ATTORNEY</u> for the Surety's agent must	AS SURETY By:
accompany this bond.	Its Attorney in Fact

STATE OF WASHINGTON	)
County of	) SS. )
I certify that I know or hav	e satisfactory evidence that gned this document; on oath stated that he/she was
	and acknowledged it as the agent or representative of the authorized to do business in the State of Washington, for entioned.
DATED:	Signature of Notary Public
	My appointment expires

# PERFORMANCE BOND

We, Mckinstry essention, LLC, as principal, and Western Surety Co., as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of ONE MILLION EIGHT HUNDRED FORTY-NINE THOUSAND THIRTEEN AND NO/100 DOLLARS (\$1,849,013.00), 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 **HVAC Improvements at the Riverside Park Water Reclamation Facility;** 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;

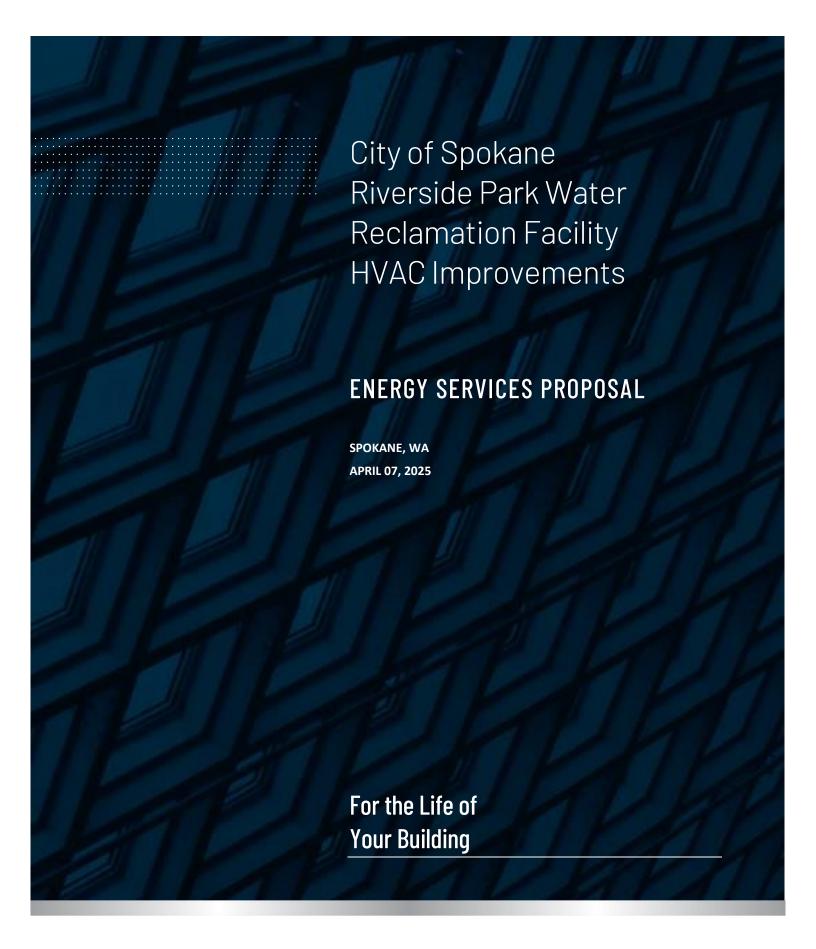
then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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	
	McKINSTRY ESSENTION, LLC,
	AS PRINCIPAL
	By:
	AS SURETY ,
A valid POWER OF ATTORNEY for the Surety's agent must accompany this bond.	By: Its Attorney in Fact

STATE OF WASHINGTON )	
County of) ss.	
I certify that I know or have satisfacto	ory evidence that signed this document; on oath stated that
	t and acknowledged it as the agent or representative of rized to do business in the State of Washington, for the ent.
DATED on	·
	Signature of Notary
	My appointment expires

### **EXHIBIT B**





## **Project Contacts**

AREA OF RESPONSIBILITY	NAME	CONTACT NUMBER	EMAIL			
Primary Client Contact	Fred Brown	509.530.9278	fbrown@spokanecity.org			
Account Executive	Christie Hoffpauer	509.713.7721	christieh@mckinstry.com			
Program Manager	Ira Nolander	509.508.1815	iran@mckinstry.com			
<b>Energy Engineer</b>	Ethan Durbano	509.979.7742	ethand@mckinstry.com			
Performance Assurance Specialist	Chris Hatten	509.713.7726	chrishat@mckinstry.com			
<b>Construction Manager</b>	Morgan Bartleson	509.426.5211	morganb@mckinstry.com			

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Please note that this response provides the basic economic terms on which McKinstry would be willing to perform the scope of services outlined here. This response does not cover all of the terms and conditions relevant to a definitive agreement about these services. Nothing in this response approves legal terms such as warranties, indemnification, insurance requirements, and limitations of liability, even if those terms were included in the request for proposal. The details of those terms must be negotiated by the parties and set forth in a definitive agreement with respect to McKinstry's services.

### 1. Executive Summary

### **OUTCOME SNAPSHOT**

This project represents an excellent opportunity to significantly improve facilities while saving energy and trimming utility spending. McKinstry looks forward to making this project a success.

McKinstry estimates these **savings** if proposed facility improvement measures (FIMs) are installed:



\$2,750 Utility cost savings/year



**52,789**Guaranteed kWh/year

Carbon dioxide emissions reductions would equal:



10 Acres of trees planted



**80,487** lbs. CO<sub>2</sub>/year

### 1.1 Overview

McKinstry has completed an extensive study and investigation of energy upgrades for the City of Spokane Riverside State Park Water Reclamation Facility (WWTP). Our Energy Services Proposal presents a holistic project solution for improving the overall facility efficiency and operation. Our proposed solutions will result in lower utility use and cost along with improved building system performance and occupant productivity.

### 1.2 Current Situation

### **CHALLENGES**

The City of Spokane WWTP has dry coolers that provide cooling to the blower building. These dry coolers are at the end of their useful life and are failing. The cooling tower and pumps at the administration building are also at the end of their useful life and are failing.

### 1.3 Solutions

This project includes:

FIM ID: 02.01-WWTP: Chilled Water Upgrades

McKinstry proposes to demolish and replace the fluid cooler, associated pumps, expansion tanks, air separator, and glycol feed pump as well as all associated appurtenances. VFDs shall be added to the pumps. A buffer tank shall be added to reduce chiller cycling.

FIM ID: 03.01-WWTP: Blower Room Cooling Upgrades

McKinstry proposes to demolish and replace the DX coils, condensing units and associated above grade refrigerant piping and appurtenances. The below grade piping shall be capped and abandoned in place. New DX coils and condensing units shall be furnished and installed. New refrigerant piping will be routed above grade. The new condensing units shall be furnished with their own on-board manufacturer-provided controls that shall be tied into the existing BMS. The existing controls sequence shall remain as is.

### 1. Executive Summary

### **COMPANY AT-A-GLANCE**

- Established 1960
- Over 1,700 employees
- 23 offices
- 55+ Professional Engineers
- 80+ LEED Accredited Professionals

#### MCKINSTRY EXPERIENCE

\$20 million

Customer utility savings guaranteed

\$100 million

Grants & rebates secured for clients

636 million

Kilowatt hours saved

453 thousand

453 Metric tons of CO<sub>2</sub> saved

91 million

Gas Therms saved

CO<sub>2</sub> emission reductions resulting from McKinstry projects have environmental impacts equal to:

**3,167** acres

Forest acres saved from destruction

51.5 million

Gallons of gas not used

83+ thousand

83+ Cars taken off the road

40+ thousand Homes taken off the power grid

### 1.4 Summary of Benefits

#### FINANCIAL BENEFITS

Section 4 of this document provides a detailed look at the project financials. The guaranteed maximum project allowable cost is \$2,529,722. Including sales tax and prior to any utility incentives, the final project cost is \$2,753,237. The annual energy savings are \$2,750.

### **ENVIRONMENTAL BENEFITS**

By taking the necessary steps to reduce energy consumption through the implementation of the various facility improvement measures detailed in this report, City of Spokane WWTP will attain the savings outlined in the outcome snapshot on the left. This is equivalent to:

- 4 average-sized homes being removed from the power grid; or
- 5,589 light bulbs (13.5 Watt LED) not energized; or
- 136,418 miles not driven by an average size vehicle.

### 1.5 McKinstry Differentiators

### **COMPANY OVERVIEW**

McKinstry has over 50 years of experience assessing and improving facilities in the Pacific Northwest. With more than 1,500 successful energy and facility improvement projects completed in the past 15 years, McKinstry has the expertise to offer comprehensive solutions to City of Spokane WWTP. McKinstry is more than just another energy services company, we believe in serving as your trusted advisor "For the Life of Your Building."

### MCKINSTRY APPROACH ADVANTAGES

- Vendor- and product-neutral for truly consultative role
- Transparent pricing
- Total cost of ownership consideration
- No "shared savings" model

### 2.1 Facility Improvement Measure (FIM) List

For full descriptions of the scope of work of each measure, please refer to Section 2 - Detailed Scope of Work.

FIM # 2.01- WWTP - Chill Water Upgrade

FIM # 1.01- WWTP - Blower Building

### 2.2 McKinstry Services

McKinstry will include the following services related to this project:

### 1. Energy Audit:

The energy audit is complete and formed the basis for this proposal.

### 2. Design Services:

McKinstry will provide a detailed engineering design as needed to obtain permitting, Owner review, and approval of the proposed systems. In addition, McKinstry will also provide construction support services, start-up, testing, as-built drawings of systems installed, and provide operations and maintenance manuals.

### 3. Construction:

Provide, or cause to be provided, all material, labor, and equipment, including paying for permits, fees, bonds, and insurance, required for the complete and working installation of McKinstry's equipment.

- a. McKinstry will provide a site superintendent who will be responsible for the onsite supervision and coordination of trades and subcontractors. This individual's responsibilities will also include regular work observations, quality control, site security, enforcement of the site-specific safety plan, as well as coordinating any impact upon building tenants with the Owner.
- b. McKinstry may perform portions of the construction work or may subcontract portions to qualified firms. In either case, McKinstry will share information regarding actual costs of the work with the Owner.

### 4. Construction Management:

McKinstry will provide a dedicated construction manager who will provide contract administration services for the project. The owner is expected to coordinate day-to-day communications with tenants and any scheduling of tenant relocations in and around occupied areas.

### 5. Operation Training:

McKinstry will provide relevant training of building staff during construction as agreed to by the Owner.

### 6. Performance Maintenance:

McKinstry will provide ongoing monitoring and support services to help ensure that guaranteed savings are achieved throughout the term of the agreement. Ongoing services shall be under separate agreement. Ongoing services shall be at the discretion of the Owner to terminate. Specific tasks associated with proposed ongoing Measurement and Verification (M&V) can be found in Table 3.2 - M&V Plan Outline. For this project, McKinstry has recommended an initial M&V term of 1 year to the Owner. The reason is that the efficiency of the proposed scope is not expected to change after the first year of performance has been verified.

### 7. Equipment Maintenance:

McKinstry will provide no equipment maintenance or repairs after the warranty period. Following the completion of the installation and Owner acceptance of the equipment, the Owner shall provide all

necessary service, repairs, and adjustments to the equipment so that the equipment will perform in the manner and to the extent set forth in the Proposal. McKinstry shall have no obligation to service or maintain the equipment after the warranty period.

### 8. Warranty:

McKinstry will warrant equipment for one year following Notice of Commencement of Energy Savings. Specific information regarding equipment warranty will be passed on to owner.

### 2.3 Extent of Subcontracting

McKinstry may subcontract the energy audit, design, construction management, start-up, and training portions of this Contract to qualified firms upon review and approval by owner. Construction subcontracts will be awarded as shown in section 4 of this Energy Services Proposal

### 2.4 Project Schedule

The proposed design and construction duration is 180 calendar days between Notice to Proceed and Substantial Completion. McKinstry will develop a detailed schedule outlining all the various design, pre-construction, construction, and closeout tasks associated with the project and that interfaces with other construction work not under this proposal.

### Spokane Wastewater Treatment Plant

### Detailed Scope of Work (GMAX)

### FIM # 03.01-WWTP | BLOWER ROOM COOLING UPGRADES

#### **GENERAL PURPOSE**

The DX coils and condensing units serving the (3) Air Handlers in the Blower Room are beyond their useful life and due for replacement. The existing units are connected to the BMS and operate in a lead-lag arrangement. See existing controls sequence included in mechanical sketches. The existing controls sequence shall remain as is.

McKinstry proposes to demolish and replace the DX coils, condensing units and associated above grade refrigerant piping and appurtenances. The below grade piping shall be capped and abandoned in place. New DX coils and condensing units shall be furnished and installed. New refrigerant piping will be routed above grade. The new condensing units shall be furnished with the own on-board manufacturer-provided controls that shall be tied into the existing BMS. The existing controls sequence shall remain as is.

#### BASIS OF DESIGN NOTES

- 1. Pricing shall reflect a summer 2025 project.
- 2. This scope of work and referenced floor plan is provided with the intent to provide Guaranteed Maximum (GMAX) pricing only. This is not to be used for construction.
- 3. For the purposes of pricing, no equipment substitutions shall be allowed unless explicitly approved by McKinstry engineering.
- 4. Controls scope of work includes integrating the new coils and condensing units into the existing controls system for full operation of the (3) existing air handlers.

### SCOPE OF WORK

### A. Mechanical

- 1. Demolish and replace the following equipment:
  - i. (3) DX Coils
  - ii. (3) condensing units
  - iii. Demolish all above grade refrigerant piping routed from the condensing units to the DX coils. Drain, cap and abandon all underground refrigerant piping. Refrigerant shall be collected and disposed of per code requirements.
  - iv. Equipment to be provided is listed in attached mechanical sketches.
- 2. Provide new above grade refrigerant piping. See sketches for routing and sizing.
- 3. Provide insulation on all new refrigerant piping. Provide jacketing for all exterior piping and any piping subject to potential damage.
- 4. Provide new condensate pan sized for new cooling coil. Disconnect and re-connect condensate drain to new pan.
- 5. Provide new louvers and dampers in new wall penetrations 13' AFF on north side of building as shown in mechanical sketches. Louvers to be Greenheck ESD-635 72"x60" or similar with a minimum of 18' of free area. Dampers to be Greenheck VCD-23.
- 6. Provide factory start-up services, commissioning support, TAB support and owner training for all maintainable/operable devices (per drawings and manufacturer's guidelines).
- 7. Reference the attached mechanical floor plans for additional information.

### B. Controls

1. Existing controller, sensors, and components to remain.



- 2. Disconnect/Reconnect (3) condensing unit enable.
- 3. Disconnect (9) current sensors (by phase).
- Provide necessary low voltage control wiring, conduit, sensors, and transformers as necessary to operate new condensing units and coils as well as the (2) new dampers. Provide all control end devices (temperature sensors, pressure switches, current switches, control valves, etc.). Below is a list of equipment to be controlled and end devices required. Verify that the following control points are able to be accommodated and provide new controllers as necessary.
  - i. (3) Blower Room Condensing Units
    - 1. Condensing Unit enable (DO)
    - Condensing Unit scroll compressor status (x3 per unit) (AI)
       Condensing Unit scroll compressor alarm (x3 per unit) (DI)
  - ii. (2) Relief Dampers
    - 1. Damper position (AO) provide new damper actuators (x1 per damper).
- 5. Provide programming to achieve McKinstry design intent.
- 6. Assist commissioning with functional performance testing.

### C. Electrical

- 1. Contractor shall be responsible for equipment, materials, accessories, and other associated requirements called for in the following scope, and as indicated in the above supporting documents.
- 2. General circuiting requirements
  - i. Contractor shall survey existing facility drawings and power distribution system to determine available space and capacity to support this scope of work. If existing space or capacity is insufficient to meet the requirements of the scope, Contractor shall immediately notify McKinstry.
  - ii. For power circuits indicated as being removed, Contractor shall remove conduit and conductors back to the associated panel, and shall remove associated starters, disconnects, and other devices.
  - iii. For new power circuits, Contractor shall furnish and install overcurrent protection, conduit conductors, starter, disconnect, and related accessories.
  - iv. Where power circuits indicated as being removed meet the requirements for new power circuits, existing components may be reused where in compliance with current NEC standards.
  - v. Unless otherwise specified, similar loads may be combined on a common circuit as permitted by current NEC standards.
- Electrical panels and disconnects serving mechanical equipment shall comply with the service clearance requirements of the NEC. Provide remote mounted panels and disconnects where required by the NEC.
- General Scope:
  - i. Electrical scope associated with the replacement of (3) condensing units.
  - ii. Provide GFCI Receptacle at new condensing units, with 34"C, 3#12,#12G to nearest 208/120V panelboard and 20A/1P circuit breaker.
- 30-Day Metering: Please refer to General Note B of each school MEP scope table for more information.
- 6. Electrical scope of work: Please refer to electrical sketches for more information.

#### D. Commissioning

- McKinstry Commissioning (Cx) engineering shall fully commission the existing and proposed control system and all associated mechanical equipment, including point-to-point verification and functional testing of all logic identified in the existing controls sequence. - See mechanical sketches for details.
- 2. Commissioning shall be performed in accordance with the 2021 Washington State Energy Code.
- Testing, Adjusting, and Balancing (TAB)
  - 1. Provide airside balancing for the following equipment:
    - i. (3) air handlers total supply airflow

### **CLARIFICATIONS AND EXCLUSIONS**

- Per federal and state law, projects that include renovation or demolition must have an asbestos survey provided by the owner regardless of when the building was built. The survey only needs to cover the area that will be disturbed. If the building owner can provide proof that the building was constructed with asbestos free materials, then no survey is needed.
  - For the safety of our people and avoidance of potential long-term liability, McKinstry no longer executes subcontracts for survey and/or abatement of asbestos and lead paint. Abatement of asbestos and lead paint shall be the responsibility of the building owner who should contract directly with qualified abatement specialists.
- 2. If existing equipment or components are reused, repairs to existing are not included unless specifically noted in the scope above or required to deliver the guaranteed energy/water savings and/or meet KPIs listed in Table 3.2.



3. If this scope is not contracted within 90 days of the proposal date, we may need to adjust pricing to reflect market escalation of labor, materials, and equipment.





### Spokane Wastewater Treatment Plant

### Detailed Scope of Work (GMAX)

### FIM # 02.01- WWTP | CHILLED WATER UPGRADES

#### **GENERAL PURPOSE**

The chilled water system serving the Wastewater Treatment Plant Administration Building is beyond its useful life and due for replacement.

McKinstry proposes to demolish and replace the fluid cooler, associated pumps, expansion tanks, air separator, and glycol feed pump as well as all associated appurtenances. VFDs shall be added to the pumps. A buffer tank shall be added to reduce chiller cycling.

#### BASIS OF DESIGN NOTES

- 1. Pricing shall reflect a summer 2024 project.
- This scope of work and referenced floor plan is provided with the intent to provide Guaranteed Maximum (GMAX) pricing only. This is not to be used for construction.
- 3. For the purposes of pricing, no equipment substitutions shall be allowed unless explicitly approved by McKinstry engineering.
- 4. Controls scope of work includes integrating the new chiller plant controls into the existing controls system.
- 5. New pumps sized to match existing. Verified connected load to confirm sizing. No load calculations were completed for this scope of work.

### SCOPE OF WORK

#### A. Mechanical

- 1. Demolish and replace the following equipment:
  - i. (1) fluid cooler
  - ii. (2) chilled water pumps
  - iii. (2) condenser water pumps
  - iv. (2) air/dirt separator
  - v. (2) expansion tanks
  - vi. (2) chemical feed system
  - vii. (1) glycol mix tank and feed system (replace existing manual pump that serves single system with an automatic dual system that serves both the chilled water and condenser water loops)
  - viii. Selective demolition of supply and return condenser water piping and supply and return chilled water piping, to accommodate new equipment connection points.
    - ix. Equipment to be provided is listed in attached mechanical sketches.
- 2. Provide (1) thermowell in chilled water supply, (1) thermowell in chilled water return, (1) thermowell in condenser water supply and (1) thermowell in condenser water return for controls contractor.
- 3. Provide chilled water supply and return and condenser water supply and return piping and transitions as necessary to connect new equipment to existing pipe as shown in mechanical sketches.
- 4. Provide new appurtenances for equipment to be replaced as shown in mechanical details, up to nearest isolation valves.
- 5. Provide insulation on all new chilled water and condenser water piping. Existing piping to remain does not require insulation beyond what already exists.
- 6. Provide factory start-up services, commissioning support, TAB support and owner training for all maintainable/operable devices (per drawings and manufacturer's guidelines).



- Provide system flush. Refill with 30% propylene glycol.
- 8. Reference the attached mechanical floor plans for additional information.

#### B. Controls

- 1. Furnish (4) VFDs to electrical for install as follows. Basis of design shall be ABB ACH-580 with integral disconnects and no bypasses.
  - i. PB-CWP-1: 10 HP
  - ii. PB-CWP-2: 10 HP
  - iii. PB-CDP-1: 15 HP
  - iv. PB-CDP-2: 15 HP
- 2. Provide necessary low voltage control wiring, conduit, sensors, and transformers as necessary to integrate new chiller, fluid cooler and pumps into existing control system. Provide all control end devices (temperature sensors, pressure switches, current switches, control valves, etc.). Below is a list of equipment to be controlled and end devices required. Verify that the following control points are able to be accommodated and provide new controllers or expansion modules as necessary.
  - i. (1) Chilled Water Plant
    - 1. Chilled Water System Enable (DO) hardwire to chiller
    - 2. Supply Water Temperature Setpoint (AO) hardwire to chiller
    - 3. Chiller Alarm (DI) hardwired to chiller
    - 4. Chilled Water Pump Start/Stop (DO) qty 2, through VFD
    - Chilled Water Pump Speed Command (AO) qty 2, through VFD
    - Chilled Water Pump Amp Feedback (AI) qty 2, through VFD

    - Chiller Water Pump VFD Fault Alarm (DI) qty 2 Condenser Water Pump Start/Stop (DO) qty 2, through VFD
    - 9. Condenser Water Pump Speed Command (AO) qty 2, through VFD
    - 10. Condenser Water Pump Amp Feedback (AI) qty 2, provide current transmitter
    - 11. Condenser Water Pump VFD Fault Alarm (DI) qty 2

    - 12. Chilled Water Supply Temperature (AI) provide new temperature element
      13. Chilled Water Return Temperature (AI) provide new temperature element
      14. Condenser Water Supply Temperature (AI) provide new temperature element
    - 15. Condenser Water Return Temperature (AI) provide new temperature element
    - 16. Chilled Water Loop Differential Pressure (AI) provide pressure differential transmitter
    - 17. Fluid Cooler Fan Enable (DO)
    - 18. Fluid Cooler Fan Speed (AO) through VFD
    - 19. Fluid Cooler Fan Amp Feedback (AI) through VFD Fluid Cooler Basin Pump Enable (DO)
    - 20. Fluid Cooler Basin Pump Status (DI) provide current switch
    - 21. Provide BACnet connection to chiller and fluid cooler controller for additional monitoring
    - 22. For GMAX pricing purposes, size controller to accommodate an additional (1) DO, DI, AO, and AI.
- 3. Provide programming to achieve McKinstry design intent.
- 4. Assist commissioning with functional performance testing.

### Electrical

- 1. Contractor shall be responsible for equipment, materials, accessories, and other associated requirements called for in the following scope, and as indicated in the above supporting documents.
- 2. General circuiting requirements
  - i. Contractor shall survey existing facility drawings and power distribution system to determine available space and capacity to support this scope of work. If existing space or capacity is insufficient to meet the requirements of the scope, Contractor shall immediately notify McKinstry.
  - ii. For power circuits indicated as being removed, Contractor shall remove conduit and conductors back to the associated panel, and shall remove associated starters, disconnects, and other devices.
  - For new power circuits, Contractor shall furnish and install overcurrent protection, conduit conductors, starter, disconnect, and related accessories.
  - Where power circuits indicated as being removed meet the requirements for new power circuits, existing components may be reused where in compliance with current NEC standards.
  - Unless otherwise specified, similar loads may be combined on a common circuit as permitted by current NEC standards.
- Electrical panels and disconnects serving mechanical equipment shall comply with the service clearance



requirements of the NEC. Provide remote mounted panels and disconnects where required by the NEC.

- 4. General Scope: Electrical scope associated with the replacement of (1) fluid cooler and (4) pumps.
  - i. Verify new VFD for Fluid Cooler PB-FC-1 is installed on roof with new unit, or if replacement bucket in MCC with integral VFD can be provided.
  - ii. If existing MCC bucket can be replaced with VFD for new Fluid Cooler PB-FC-1, provide 60A/3P, NEMA3R, Non-Fused disconnect at unit.
- 5. 30-Day Metering: Please refer to General Note B of each school MEP scope table for more information.
- 5. Electrical scope of work: Please refer to electrical sketches for more information.
- D. Commissioning
  - 1. McKinstry Commissioning (Cx) engineering shall fully commission the proposed control system and all associated mechanical equipment.
  - 2. Commissioning shall be performed in accordance with the 2021 Washington State Energy Code.
- E. Testing, Adjusting, and Balancing (TAB)
  - 1. Provide waterside balancing for the following equipment:
    - i. (1) fluid cooler
    - ii. (2) chilled water pumps variable flow, set loop differential setpoint.
    - iii. (2) condenser water pumps constant flow
    - iv. (7) Air Handlers, including the following:
      - 1. PB-ASU-1
      - 2. PB-S-5
      - 3. PB-BCU-1
      - 4. AD-S-3
      - 5. AD-S-1
      - 6. AD-S-2
      - 7. AHU-1
  - Pumps shall be balanced through VFDs.
  - 3. Set fill pressure for (2) expansion tanks.

### CLARIFICATIONS AND EXCLUSIONS

- 1. Per federal and state law, projects that include renovation or demolition must have an asbestos survey provided by the owner regardless of when the building was built. The survey only needs to cover the area that will be disturbed. If the building owner can provide proof that the building was constructed with asbestos free materials, then no survey is needed.
  - A. For the safety of our people and avoidance of potential long-term liability, McKinstry no longer executes subcontracts for survey and/or abatement of asbestos and lead paint. Abatement of asbestos and lead paint shall be the responsibility of the building owner who should contract directly with qualified abatement specialists.
- 2. If existing equipment or components are reused, repairs to existing are not included unless specifically noted in the scope above or required to deliver the guaranteed energy/water savings and/or meet KPIs listed in Table 3.2.
- 3. If this scope is not contracted within 90 days of the proposal date, we may need to adjust pricing to reflect market escalation of labor, materials, and equipment.



### 3.1 Guarantee Overview

### 1. Philosophy:

McKinstry is prepared to guarantee any portion of a project over which it has direct control. Where McKinstry does not have direct control (such as operating hours associated with lighting), we are prepared to work with the Owner to devise a method of Measurement and Verification (M&V), which will provide the highest degree of assurance that the energy savings are achieved.

### 2. This Project:

For this project, McKinstry guarantees the performance of the installed initiatives to reduce energy consumption. The target energy reductions for the initiatives that will be implemented are shown in the attached Table 3.1 Energy Savings Summary. Based upon the stipulated conditions as enumerated by the Owner and the utility rates as described below, the utility cost savings calculations are also shown in Table 3.1.

### 3. Ongoing Services:

Refer to Table 4.1 for the cost and duration of ongoing M&V. The cost of ongoing M&V beyond the duration listed in Table 4.1 is at the discretion of the Owner. McKinstry is prepared to continue the guarantee as long as the Owner continues the ongoing services as described herein. When the Owner chooses to cancel the ongoing services, the guarantee will also be terminated at the same point in time. Please refer to Table 3.2 M&V Plan Outline for a summary of the proposed measurement and verification scope.

### 3.2 FIM Specific Performance Assurance Methodology

### 1. Guarantees:

Table 3.1 Energy Savings Summary provides the specific energy consumption savings for each Facility Improvement Measure (FIM) and the guarantee that McKinstry will provide associated with that measure. Savings calculations are based upon both baseline operating characteristics and proposed operation criteria:

- a. *Baseline*: Baseline refers to the existing operating characteristics that were used to calculate energy savings. The baseline values, including system performance and operational conditions, which were used for this project are provided in Table 3.2. In general, all parties acknowledge the baseline associated with any specific measure has been derived from the following sources:
  - i. Actual operating information gathered through field observation, measurement, microdata loggers, and Owner's operating logbooks.
  - ii. Owner provided information concerning stipulated factors such as burn hours, occupancy, or operational expenditures.
  - iii. In some instances, a modified baseline may have been developed to address areas whereby pre-retrofit conditions do not reflect a system that is operating per current code or what the Owner may deem as normal operation. The actual impact to energy usage will be identified along with the "avoided costs" associated with the modified baseline.
- b. *Proposed:* The proposed operating values, including system performance and operational conditions, which were used for savings calculations are provided in Table 3.2. Systems must be operated per the proposed criteria to ensure energy savings are realized. McKinstry will provide the initial start-up, commissioning, and programming of the system to ensure the systems operate per the proposed operating criteria. The Owner acknowledges their responsibility to ensure these criteria are maintained and associated energy savings are realized. Energy Savings

Guarantees are predicated based on the Owner maintaining their responsibilities as provided below in "Ongoing Owner Responsibilities" in Section 3.5.

### 3.3 Utility Rates

### 1. Utility Rate:

For the purpose of calculating energy cost savings, the utility rates used will be the utility rates as paid by the Owner to the utility company at the time the Energy Services Proposal was developed. In the event that a building has multiple meters on different rate schedules, the per-unit cost of the utility will be the average of all the rate schedules in effect at that facility.

### a. Base Utility Rate:

Refer to table 3.3 for the Base Utility Rates (including sales tax).

### 3.4 Standards Of Comfort Service

Where applicable, the following section provides the standards of comfort, which the Owner must maintain to ensure the comfort of the occupants and staff, and upon which all energy calculations were based.

### **HVAC COMFORT**

Heating, ventilating, and air conditioning (HVAC) systems provided by McKinstry will provide comfort and indoor air quality in accordance with the Standards of Comfort below. This standard will pertain only to buildings and areas of buildings in which McKinstry is installing HVAC equipment that has direct control over space comfort conditions. HVAC comfort conditions cannot be guaranteed when operable windows or doors are open.

### INDOOR CONDITIONS

### Occupied:

Winter Heating Minimum Set-point – 70 degrees F (Superseded by DOH Regs)

Winter Heating Maximum Set-point – 74 degrees F (Superseded by DOH Regs)

Summer Cooling Minimum Set-point – 72 degrees F (where mechanical cooling systems are employed)

Summer Cooling Maximum Set-point – 78 degrees F (where mechanical cooling systems are employed)

### **Unoccupied:**

Minimum - 55 degrees F

Maximum – 85 degrees F (where mechanical cooling systems are employed)

Relative Humidity (If humidity control provided):

Minimum - 40%

Maximum - 60%

### Minimum outside air per occupant:

Minimum outside air per occupant shall be in accordance with American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) standards and Chapter 4 of the International Mechanical Code.

Less stringent conditions will not be proposed unless specifically approved by the Owner (if applicable).

### 3.5 Ongoing Owner Responsibilities

The Owner shall provide the following services as part of this energy services project. In the event that these services are not provided, energy savings and associated guarantees will be modified to reflect the associated impact.

- 1. Maintain all equipment per manufacturer's recommendations and proposed maintenance schedule.
- 2. Maintain all sequence of operations and performance criteria related to installed systems as proposed and designed.
- 3. Provide other FIM specific ongoing responsibilities as provided in Table 3.2.
- 4. Provide McKinstry with copies of actual monthly utility billing information on a quarterly basis for the duration of the M&V service period. This includes electric, natural gas, and fuel oil. The associated facilities where utility information shall be provided include all meters providing direct or indirect service to all buildings included in this project.
- 5. Provide McKinstry all internal sub-meter data, including electric and condensate meters, providing direct or indirect service to all buildings included in this project.
- 6. Provide McKinstry access to Energy Management and Control Systems for the purpose of collecting and logging data over time as required for performance verification.
- 7. The Owner shall notify McKinstry in writing concerning any changes or alterations to the building that will affect energy usage. This notification should be provided within two weeks of the change. This includes occupancy or use changes, computer load or other load changes, scheduling changes, and sequence of operations changes.

### 3.6 Non-Performance

In the event the equipment performance is not met, McKinstry accepts responsibility for additional energy consumption, due to reduced performance. McKinstry may, at its option, execute any of the following options:

- 1. Repair or replace equipment as necessary to meet required performance.
- 2. Make payments for the extra energy consumption to the Owner. In the event that McKinstry chooses the payment option, McKinstry reserves the right to select either an annual payment for the duration of the guarantee term or a one-time lump-sum payment of the same amount. In either case, the payment will be calculated based upon the quantity of additional electricity or natural gas used and the Base Utility Rate as described above.

### 3.7 Change Of Use

In the event that the Owner chooses to make changes to the facility that require set point adjustments, longer operating hours, or continuous equipment operation, the Owner agrees that:

- 1. Savings deemed as met described above will continue to be deemed as met.
- 2. Additional cost of extended equipment operation is a cost of the change, not due to a failure of McKinstry or their equipment.
- 3. McKinstry shall not be responsible for any increase in energy, maintenance, or any other costs incurred because of the extended equipment operation.
- 4. During the M&V portion of the project McKinstry at its option may make a baseline energy use adjustment to identify and account for a change-of-use at the facility.

5.	McKinstry will calculate the change in energy consumption due to the specific change made to the system's operation.



## Table 3.1 - Energy Savings Summary

Project City of Spokane WWTP

Scenario Spokane WWTP HVAC Improvements

Date 3/20/2025

					Elect	cricity	Total	
Facility Improvement Measures	Facility	Guarantee Multiplier for Positive Numbers * Guarantee Multiplier for Negative Numbers Multiplier Multiplier		for Positive Numbers Guarantee Multiplier Net Effective		kWh	kWh (\$)	(\$)
03.01-WWTP   Blower Room Cooling Upgrades	Blower Building	90.0% 110.0%		90.0%	1,998	\$104	\$104	
02.01-WWTP   Chilled Water Upgrades	' (aeneral Offices		90.0% 110.0%		50,791	\$2,646	\$2,646	
				Totals	52,789	\$2,750	\$2,750	

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## Table 3.2 - M&V Plan Outline

Project City of Spokane WWTP
Scenario Spokane WWTP HVAC Improvements
Date 3/20/2025

							Audit Stage (Baselining)	Annual		
FIM Name	Facility	IPMVP Option	KPI	Key Performance Indicators	Baseline Values	Proposed Values	Tasks	Tasks	Ongoing Owner Responsibilities	Stipulated Factors
03.01-WWTP   Blower Room Cooling Upgrades	Blower Building	А	1.	Condensing Unit Efficiency	1.23 kW/ton of cooling	1.06 kW/ton of cooling	Review existing mechanical drawings and schedules	Review As-Built drawings to verify rated efficiency of installed equipment	Maintain equipment per McKinstry's and manufacturer's recommendations	-TMY3 Weather Data and 60°F Balance Point -Building Cooling Loads
02.01-WWTP   Chilled Water Upgrades	General Offices	А	1.	Chilled Water/Condenser Water Loop Pump Control Type	CV Pumps	VFD Pumps (VFDs on Condenser Water Pumps used for balancing only, Chilled Water Pumps will be variable flow)	Review existing mechanical drawings and schedules	Review As-Built documents to verify installed pump control type. Review Cx/TAB documentation to verify VFD control for Chilled Water Pumps functions as intended	Maintain equipment per McKinstry's and manufacturer's recommendations	-CU Efficiency based on listed nominal cooling tonnage and nominal CU power in kW -CU Baseline EffVFD Fan and Pump min turndown -Building cooling lockout
			2.	Cooling Tower Fan Control Type	2-Speed Fan	VFD Fan	Review existing mechanical drawings and schedules	Review As-Built documents to verify installed fan control type. Review Cx/TAB documentation to verify VFD control for Cooling Tower Fans functions as intended	Maintain equipment per McKinstry's and manufacturer's recommendations	temps -Baseline Fan and Pump Control type -CT Fan, CW pump, and CD pump Baseline and proposed efficiencies -VFD exponent of 2.5

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# Table 3.3 - Base Utility Rates

Project City of Spokane WWTP

Scenario Spokane WWTP HVAC Improvements

Date 3/20/2025

Building_Name	Utility_Provider	Rate_Name	Utility_Type	Dollars_Per_Unit	Units	Published_Date_Effective
Blower Building	Avista Utilities	W025-E	Electricity	\$0.052100	kWh	1/1/2025
General Offices	Avista Utilities	W025-E	Electricity	\$0.052100	kWh	1/1/2025

### 4.1 Maximum Project Allowable Cost

McKinstry guarantees that the Maximum Project Cost will not exceed the guaranteed value shown in Table 4.1 - Budget Summary; this cost does not include sales tax or the utility incentive. The sales tax is shown in Table 4.1 for reference, and the utility incentive is shown in Table 4.2 for reference. (McKinstry does not guarantee the value of sales tax or the utility incentive.)

If notice to proceed is not issued within 60 days, McKinstry reserves the right to re-evaluate the project and make necessary modifications to the construction costs.

### 4.2 Project Cost Table

See Table 4.1 – Budget Summary. All fee percentages and costs are unique to the project.

### 4.3 Items Included in Maximum Project Cost

- 1. Engineering audit, which includes the cost for the initial design and preparation of this proposal.
- 2. Engineering design
- 3. Construction management services
- 4. Installation of McKinstry Equipment including the following costs as specified in the scope of work:
  - a. All costs paid by McKinstry for the installation of the equipment. This includes costs paid to subcontractors or directly to McKinstry personnel, when related to installation or system verification of McKinstry equipment.
  - b. The portion of reasonable travel, lodging, and meal expenses of officers or employees incurred while traveling in discharge of duties connected with the work. McKinstry will comply with OFM guidelines for reimbursement of travel expenses.
  - c. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of transportation thereof.
  - d. Cost or rental charges, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers, which are consumed in the performance of the work.
  - e. Cost of premiums for all bonds and insurance, which McKinstry is required to purchase and maintain.
  - f. Sales, use, or similar taxes related to the Work and for which McKinstry is liable imposed by a governmental authority.
  - g. Permit fees, royalties, and deposits lost for causes other than McKinstry's negligence.
  - h. Losses and expenses not compensated by insurance or otherwise, sustained by McKinstry in connection with the work.
  - Demolition cost and cost of removal of all debris unless specifically excluded within the Scope of Work.
  - j. Costs incurred due to an emergency affecting the safety of persons and property.
  - k. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.
  - I. Contingency as defined in Section 4.4.

- m. Allowances as defined in Section 4.5.
- n. Cost of equipment startup, training, system verification, and balancing performed by McKinstry.
- o. Construction Bonds (including Performance & Payment Bond), Liability Insurance, and Builder's Risk Insurance.
- p. McKinstry fee. This includes McKinstry's remuneration for compensation of personnel, expenses, risks related to the project, overhead, and profit.
- q. McKinstry shall provide a Schedule of Values. The schedule of values will include all costs related to the installation of McKinstry's equipment. 4.4 Construction Contingency

### 4.4 Construction Contingency

A construction contingency as identified in Table 4.1 – "Budget Summary" has been established for this project. McKinstry can expend the contingency after a change order has been approved by the Owner, for items necessary to complete the original scope of this project. The intent of the contingency is for "unforeseen conditions" beyond what was originally estimated. McKinstry and the Owner will jointly manage any contingency left after the project scope is completed. All unused construction contingency funds shall reduce the overall project cost to the Owner.

### 4.5 Allowances

McKinstry may set aside allowances as identified in Table 4.1 - "Budget Summary" for specific areas of work that have been identified as a potential cost impact but cannot be determined at this stage. Should the allowance not be adequate, the Owner will be advised. McKinstry will be compensated for any additional costs via Change Order to the contract should the Owner agree. In extreme situations, McKinstry may request additional funds to cover cost overruns that could not have been foreseen by either party. Allowances are to be agreed upon by the Owner.

### 4.6 Ongoing Services

Refer to Table 4.1 for the cost and duration of any ongoing services.

### 4.7 Accounting Records

McKinstry shall check all material, equipment, and labor entering into the worksite and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The Owner shall be afforded access to all McKinstry's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the McKinstry shall preserve all such records for a period of seven years, or for such longer period as may be required by law, after the final payment.

### 4.8 Reconciliation of Labor & Material Costs

The maximum project allowable cost is based on firm negotiated bids or estimated labor and material costs developed by McKinstry. In recognition that actual Labor & Material costs may vary from the estimate, the following procedures are established to reconcile this difference:

1. If the total maximum guaranteed project cost at completion exceeds the estimated amount (plus contingency), the additional costs will be borne by McKinstry at their expense.

- 2. If the total project costs at completion are less than the estimated proposal amount (less contingency), the savings will be retained by the Owner.
- 3. There shall be no cost savings split between the Owner and McKinstry.

The following Figure 4.A outlines proposed procurement and payment reconciliation methods. Changing the proposed method of reconciliation after the acceptance of the Proposal may require an adjustment to the Guaranteed Maximum Project Cost.

### **DEFINITIONS:**

### **Major Equipment:**

Major Equipment is any single piece of equipment purchased by McKinstry with a value over \$5,000.

### **Negotiated:**

Construction contract value is to be established through negotiations with a select or single contractor (i.e. owner preferred controls contractor, mechanical contractor, etc.).

### Bid:

Construction contract value is to be established through a bid process based upon formal bid documents including plans and specifications which will be bid to a minimum of two (typically three) pre-qualified contractors as approved by McKinstry and the Owner.

### **Self-Perform:**

McKinstry intends to perform work with McKinstry personnel.

### Schedule of Values (SOV):

Cost shall be substantiated with a properly executed invoice from the subcontractor or supplier that matches the schedule of values in their contract or purchase order.

### Time & Materials (T&M):

Published sell rates will be established prior to issuance of contract to subcontractor or commencement of work by McKinstry. A monthly labor and material report will be provided which will include labor hours and dollars per individual, and material and equipment invoices.

#### Firm:

Fees that are negotiated prior to proposal and are not reconciled at the end of the project.

Figure 4.A

CONSTRUCTION COST CATEGORY (REF TABLE 4.1)	PROPOSED CONSTRUCTION METHOD	END OF PROJECT – RECONCILED			
Controls Systems	Negotiated Subcontract Sole Source	SOV			
Major Equipment	Negotiated	SOV			
Sheet Metal	Negotiated	SOV			
Electrical	Negotiated	SOV			
General/Other	Self-Perform	T&M			
TAB/Start up	Negotiated	T&M			
Commissioning	Self-Perform	T&M			

Change Order (CO)	As Specified in CO	T&M
Fees	Self-Perform	Firm

### 4.9 Compensation

### 1. TERMS:

Net 30 days (45 days for State Treasurer payments) from the date of invoice, monthly billings as the job progresses.

### 2. PAYMENTS:

At a minimum, payments will be made in the amount of 100% at the completion and implementation of any individual facility improvement measure (FIM) in the amount of that FIM as delineated in the contract. If more than one FIM is completed in a monthly period, all those FIMS will be paid.

### 3. FINANCE CHARGES ON UNPAID BALANCES:

Payments due and unpaid shall be subject to interest charges within 30 days (45 days for State Treasurer payments) of receipt of a properly completed invoice per RCW 39.76. Finance charges will be calculated on the un-paid balance per RCW 39.76 which specifies the interest rate shall be one percent per month but not less than one dollar per month on amounts due beyond 30 days. Interest charges will be calculated daily, compounded monthly. Charges accrue until balances are paid in full.

### 4.10 Financing

McKinstry enjoys over 55 years of experience within the engineering and contracting industry and its financial strength exceeds the industry average. This strength makes it possible to provide and assist with the financing needs of its customers. Long standing relationships with vendors assures reasonable pricing and excellent payment terms.

### LONG-TERM FINANCING:

The Owner has several options available for long term permanent financing. The Washington State Treasurer's Office can provide financing. Third Party financing is also available

### 4.11 Termination Value

Should the owner choose to finance the project through McKinstry, a schedule will be provided showing the termination value of the financing agreement for each year during the term of the agreement.

### 4.12 Terms of Agreement

The Contract shall be effective and binding upon the parties immediately upon its execution and the period from contract execution until the Commencement of Energy Savings Date shall be known as the "Interim Period". All energy savings achieved during the interim period will be fully credited to the Owner.

### 4.13 Insurance & Bonding

McKinstry shall provide a payment and performance bond and builders Risk Insurance.

For the purposes of this agreement, the "Sum Amount of Bond" shall be (See Table 4.1 – "Budget Summary").

- 1. The bond amount consists of Labor and Materials and State Sales Tax.
- 2. This bond does not include any construction contingencies.

3. Certificates of General Liability Insurance will be provided prior to Contract Signing. The State of Washington shall be named as An Additional Insured on all insurance certificates.

McKinstry shall provide a payment and performance bond in the amount of 100% of the construction cost. The amount shall include all authorized changes and state sales tax. The Bond shall be in the form attached to the Conditions of the Main Energy Services Agreement. The Contract listed on the bond form shall be the Addendum No. and Agreement No., which incorporates the work, and the "Contract Date" shall be the date of the Authorization. The full and just sum of the Bond shall be as defined above and shall include the actual cost of purchasing and installing McKinstry's Equipment. The Bond shall specifically exclude coverage for those portions of the Energy Services Agreement and/or Energy Services Agreement Authorization pertaining to design services, energy cost savings guarantee, maintenance guarantee, utility incentives, efficiency guarantees, and any other clauses which do not relate specifically to construction management and supervision of work for purchasing and installing of McKinstry's Equipment, or for work to be accomplished by the Owner. The Bond shall be with a Surety or Bonding Company that is registered with the State of Washington Insurance Commissioner's Office.

While McKinstry stands behind our safety record, we cannot control the work flow around items we have no control over. At no point does McKinstry assume any responsibility for the loss of use of any equipment and we exclude any and all claims for consequential damages therein.

## Table 4.1 - Budget Summary

Project City of Spokane WWTP
Scenario Spokane WWTP HVAC Improvement
4/4/2025



tabase	FIM Na	me			М	echanical	Е	lectrical		EMCS		Lighting	General	Eq	uipment		Other		Total
ID 3123	03.01-WWTP   Blower Room Co	olina Upara	des		\$	630,000	\$	13,443	\$	84,989	\$	-	\$ _	\$		\$	9,063	\$	737,4
4438	02.01-WWTP   Chilled Water Up				\$	892,500	\$	24,402	\$	58,847	\$	_	\$ _	\$	-	\$	12,140	\$	987,8
	, , , , , , , , , , , , , , , , , , , ,		Base F	IM Cost	\$	1,522,500	\$	37,845	\$	143,836	\$	-	\$ -	\$	-	\$		\$	1,725,3
onstruc	tion Costs																		
	Commissioning	Lump	\$	32,900	\$	29,031	\$	722	\$	2,743	\$	-	\$ -	\$	-	\$	404	\$	32,9
	TAB	Lump	\$	4,000	\$	3,530	\$				\$	-	\$ -	\$	-	\$	49	\$	4,0
	Site Supervision	Lump	\$	63,000	\$	55,592	\$	1,382	\$	5,252	\$	_	\$ -	\$	-	\$	774	\$	63,0
	Subtotal(FIM Cost and A.)				\$	1,610,653	\$	40,036	\$	152,164	\$	-	\$ -	\$	-	\$	22,431	\$	1,825,2
	Construction Bonds	%	1.	30%	\$	20,938	\$	520	\$	1,978	\$	-	\$ -	\$	-	\$	292	\$	23,7
															Total Con	stru	ction Cost	\$	1,849,0
	onal Services Costs																		
	Audit Fee	Lump	\$	48,646														\$	48,6
	Design Fee	%		00%		ent of Sub-T												\$	146,0
	Construction Admin Fee	%		00%		rcent of Sub-Total Base FIM Cost and A.							\$	91,2					
	Overhead	%		.00%		ent of Sub-T												\$	182,5
	Profit	%	8.	00%	Perc	ent of Sub-T	otal	Base FIM (	Cost	and A.								\$	146,0
													To	tal Pr	ofessional	Ser	vices Cost	\$	614,4
Alexan Du	oject Costs																		
		0/	2	E00/	Dawe	ant of Tabel	C	homostiana Co											46.3
	Project Contingency	%	2.	50%	Perc	ent of Total	Cons	truction Co	ost						T-1-1 044		oject Cost	\$	46,2 46,2
															TOTAL OTHE	er Pro	ojeci cosi	Þ	40,2
leasure	ment & Verification																		
	Year 1	Lump	\$	20,000														\$	20,0
			•											То	tal Overhe	ad C	ost & Fee	\$	20,0
otal Gu	aranteed Construction & ESCO Se	ervices (A +	B + C -	+ D)														\$	2,529,7
	ranteed Costs																		
	Sales Tax	%	9.	00%	Perc	ent of Section	n E.	(Excluding	Cor	ntigency)								\$	223,5
														Tot	al Non-Gu		teed Cost		223,5



# Table 4.2 - Facility Improvement Measure (FIM) Summary

Project City of Spokane WWTP

Scenario Spokane WWTP HVAC Improvements

Date April 4, 2025

Facility Improvement Measures	FIM Description	Facility	Budget *	Annual Utility Savings
03.01-WWTP   Blower Room Cooling Upgrades	McKinstry proposes to demolish and replace the DX coils, condensing units and associated above grade refrigerant piping and appurtenances. The below grade piping shall be capped and abandoned in place. New DX coils and condensing units shall be furnished and installed. New refrigerant piping will be routed above grade. The new condensing units shall be furnished with the own on-board manufacturer-provided controls that shall be tied into the existing BMS. The existing controls sequence shall remain as is.	Blower Building	\$1,176,839	\$104
02.01-WWTP   Chilled Water Upgrades	The chilled water system serving the Wastewater Treatment Plant Administration Building is beyond its useful life and due for replacement.  McKinstry proposes to demolish and replace the fluid cooler, associated pumps, expansion tanks, air separator, and glycol feed pump as well as all associated appurtenances. VFDs shall be added to the pumps. A buffer tank shall be added to reduce chiller cycling.	General Offices	\$1,576,398	\$2,646
	to reduce crimer cycling.	l Totals	\$2,753,237	\$2,750

<sup>\*</sup> Since design cost, audit cost, etc. are distributed among the FIMs, the total project cost will not go up or down by exactly the amounts shown here if a FIM or FIMs are dropped.

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### City of Spokane Waste Water Treatment Plant

### 03.01-WWTP Blower Room Cooling Upgrades

Energy Engineer: Ethan Durbano Date: 3/20/2025

FIM: 03.01-WWTP Blower Room Cooling Upgrades

Weather Station: Spokane, WA 727850TY.xls



DX Cooling Begins
Baseline Cooling Capacity

75 F 440 MBH

	Baseline
Peak Cooling Load	704 MBH

	kw/ton	EER
Baseline CU Eff	1.23	9.74
Proposed CU Eff.	1.06	11.37

HVAC Schedule:	Occupied 24/7			Energy	Usage
OSAT BIN Range	Bin Hrs	Cooli	ng Load	Baseline	Proposed
[F]	[Hours]	[%]	[Btu/Hr]	[kWh]	[kWh]
95 - 100	8	100%	704,000.00	578.08	495.15
90 - 95	41	78%	547,555.56	2,304.30	1,973.71
85 - 90	105	56%	391,111.11	4,215.18	3,610.44
80 - 85	255	33%	234,666.67	6,142.11	5,260.93
75 - 80	278	11%	78,222.22	2,232.04	1,911.82
70 - 75	314	0%	-	-	-
65 - 70	467	0%	-	-	-
60 - 65	716	0%	-	-	-
55 - 60	761	0%	-	-	-
50 - 55	843	0%	-	-	-
45 - 50	680	0%	-	-	-
40 - 45	863	0%	-	-	-
35 - 40	1166	0%	-	-	-
30 - 35	979	0%	-	-	-
25 - 30	614	0%	-	-	-
20 - 25	393	0%	-	-	-
15 - 20	176	0%	-	-	-
10 - 15	65	0%	-	-	-
5 - 10	26	0%	-	-	-
0 - 5	10	0%	-	-	-
Totals	8760	-		15,472	13,252

### **Assumptions:**

- TMY3 Weather Data
- 60°F Building Balance Point
- Max Cooling load equal to two AHUs running at 80% of max cooling capacity
- Dx Cooling begins at 75F OAT
- CU Efficiencies based on kW per Ton of Cooling (using nominal cooling tonnage)

Baseline Use Proposed Use kWh Savings
15,472 kWh 13,252 kWh 2,220 kWh

### City of Spokane Waste Water Treatment Plant

O2.01-WWTP Chilled Water Upgrades

Energy Engineer: Ethan Durbano Date: 3/20/2025

FIM: 02.01-WWTP Chilled Water Upgrades Weather Station: Spokane, WA 727850TY.xls



HVAC Schedule:	Occupied 24/7						Base	line	Propo	osed
OSAT Bins	Bin Hrs	Building Clg Load	Baseline CT Fan %	VFD CT Fan Speed	CV Pump Speed	VFD Pump Speed	CT Fan Power	Pump Power	CT Fan Power	Pump Power
[°F]	[Hours]	[%]	[%]	[%]	[%]	[%]	[kWh]	[kWh]	[kWh]	[kWh]
95 - 100	8	100%	100%	93%	100%	100%	136	218	112	181
90 - 95	41	89%	100%	81%	100%	92%	695	1,117	403	856
85 - 90	105	78%	100%	68%	100%	84%	1,780	2,862	675	2,027
80 - 85	255	67%	50%	57%	100%	76%	2,161	6,950	1,016	4,577
75 - 80	278	56%	50%	46%	100%	68%	2,356	7,577	647	4,669
70 - 75	314	44%	50%	35%	100%	59%	2,661	8,558	384	4,971
65 - 70	467	33%	50%	30%	100%	51%	3,957	12,728	381	7,027
60 - 65	716	22%	50%	30%	100%	43%	6,067	19,515	585	10,332
55 - 60	761	11%	50%	30%	100%	35%	6,449	20,741	622	10,627
50 - 55	843	0%	0%	0%	0%	0%	-	-	-	-
45 - 50	680	0%	0%	0%	0%	0%	-	-	-	-
40 - 45	863	0%	0%	0%	0%	0%	-	-	-	-
35 - 40	1166	0%	0%	0%	0%	0%	-		-	-
30 - 35	979	0%	0%	0%	0%	0%	-	-	-	-
25 - 30	614	0%	0%	0%	0%	0%	-	-	-	-
20 - 25	393	0%	0%	0%	0%	0%	-	-	-	-
15 - 20	176	0%	0%	0%	0%	0%	-	-	-	-
10 - 15	65	0%	0%	0%	0%	0%	-	-	-	-
5 - 10	26	0%	0%	0%	0%	0%	-	-	-	-
0 - 5	10	0%	0%	0%	0%	0%	-		-	-
Totals	8760	•			•	•	26,261	80,266	4,825	45,268

Baseline Use	Proposed Use	kWh Savings
106.527 kWh	50.093 kWh	56.434 kWh

### City of Spokane Waste Water Treatment Plant

### 02.01-WWTP Chilled Water Upgrades



CT Design Approach	10 °F
Max CT Fan Power	100%
Min CT Fan Power	30%
Max Pump Power	100%
Min Pump Power	35%
CT Fan Motor HP	20 hp
Design WB Temp	67 °F
Clg Lockout OSAT	55 °F
VFD Exponent	2.5
Baseline Fan Eff.	88%
Proposed Fan Eff.	90%

#### **Assumptions:**

- TMY3 Weather Data
- 60 °F Building Balance Point
- Existing Cooling Tower (CT) has 2-speed fans (50% and 100% fan speed)
- Cooling Lockout set at 55 °F OSAT
- Min Fan and CHW Pump Power (i.e. VFD turndown) is 30% and 35%, respectively
- CDPs run at 100% (VFDs only used for balancing)
- Max Clg Load and CHW power corresponds to highest DB temp bin
- Baseline and Proposed fan motor Eff.
- VFD exponent of 2.5 (affinity laws)

### **Baseline Pumps**

tag	gpm	head	hp	min eff.	9	95% of min eff.
PB-CWP-1	360	70	10		0.75	0.7125
PB-CWP-2	360	70	10		0.75	0.7125
PB-CDP-1	450	68	15		0.7	0.665
PB-CDP-2	450	68	15		0.7	0.665

#### **Proposed Pumps**

tag	gpm	head	hp	Duty Point BHP	Duty Point Eff.
PB-CWP-1	360	70	10	8.19	79.5%
PB-CWP-2	360	70	10	8.19	79.5%
PB-CDP-1	450	68	15	9.35	84.2%
PB-CDP-2	450	68	15	9.35	84.2%

#### $y = 0.0029x^2 + 0.445x + 34.373$

CDS Temp	Available Approach	WB Approach Factor
[°F]		
74.86	10.70	0.93
73.78	10.95	0.91
72.10	11.36	0.88
70.47	11.79	0.85
69.09	12.18	0.82
67.66	12.61	0.79
66.30	13.04	0.77
64.71	13.58	0.74
62.79	14.27	0.70
60.60	15.14	0.66
58.53	16.02	0.62
56.31	17.06	0.59
53.49	18.51	0.54
50.74	20.08	0.50
47.98	21.85	0.46
45.61	23.54	0.42
42.50	26.01	0.38
39.72	28.52	0.35
37.56	30.71	0.33
35.68	32.80	0.30

Baseline Pump Eff. Sub Calc			
Baseline	НР	% HP	Eff
PB-CWP-1	10	40%	71%
PB-CDP-1	15	60%	67%
Baseline Eff. (hp weighted)	68%		



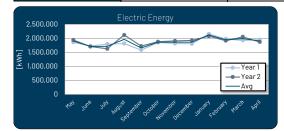
# UTILITY DATA ANALYSIS CITY OF SPOKANE - SPOKANE WASTE WATER TREATMENT PLANT:

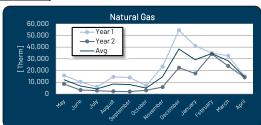
Building Information										
Project		City of Spokane	Building Area	00 ft <sup>2</sup>						
Building		Spokane Waste Water Trea	tment Plant							
Service Add.	44	4401 N. Aubrey L. White Pkwy, Spokane, WA, 99205								
Prim	ary Space Type	Other - Public Service								
	Electric	Avista: 8970099313-E								
	Natural Gas	Avista: 5838442667-NG								

Historical Utili	ty Data								
	Electric	Non-WN	Total Electric		Natural Gas			Energy Use	
Period	Energy	Demand	Cost	Natural Gas	Cost	Total Energy	Total Cost	Index	Cost Index
	[kWh]	[kVA]	[\$\$\$]	[Therm]	[\$\$\$]	[kBTU]	[\$\$\$]	[kBTU/ft²]	[\$\$\$ / ft <sup>2</sup> ]
May-22	1,863,126	5,227	\$125,030.68	15,828	\$11,260.56	7,939,816	\$136,291.24		
Jun-22	1,725,980	5,076	\$166,747.51	10,315	\$7,485.67	6,920,595	\$174,233.18		
Jul-22	1,796,585	4,847	\$169,611.64	6,034	\$4,728.54	6,733,317	\$174,340.18		
Aug-22	1,812,156	4,765	\$169,812.48	14,601	\$12,100.71	7,643,177	\$181,913.19		
Sep-22	1,586,288	5,103	\$154,576.91	14,057	\$11,779.31	6,818,117	\$166,356.22		
0ct-22	1,849,544	5,116	\$178,547.16	7,138	\$6,166.01	7,024,432	\$184,713.17		
Nov-22	1,815,516	4,662	\$169,296.25	23,348	\$20,381.99	8,529,379	\$189,678.23		
Dec-22	1,805,777	5,059	\$167,300.05	54,433	\$50,486.85	11,604,652	\$217,786.89		
Jan-23	2,156,885	5,185	\$196,863.06	40,935	\$38,218.43	11,452,750	\$235,081.49		
Feb-23	1,978,290	4,998	\$186,156.16	34,914	\$32,949.03	10,241,304	\$219,105.19		
Mar-23	1,927,336	5,691	\$182,132.64	32,595	\$31,166.31	9,835,580	\$213,298.95		
Apr-23	1,949,742	5,328	\$187,150.23	15,182	\$15,059.11	8,170,686	\$202,209.34		
May-23	1,940,958	5,223	\$182,471.73	8,481	\$8,595.29	7,470,675	\$191,067.02		
Jun-23	1,708,608	5,277	\$164,094.19	3,360	\$3,495.24	6,165,736	\$167,589.43		
Jul-23	1,628,658	4,775	\$152,838.31	2,795	\$2,931.60	5,836,450	\$155,769.91		
Aug-23	2,119,335	5,466	\$204,045.34	2,209	\$2,346.47	7,452,048	\$206,391.81		
Sep-23	1,724,632	5,231	\$166,909.18	2,021	\$2,180.48	6,086,571	\$169,089.66		
0ct-23	1,880,426	4,649	\$175,131.94	3,078	\$3,269.73	6,723,814	\$178,401.67		
Nov-23	1,907,831	5,032	\$178,282.80	5,868	\$6,166.79	7,096,293	\$184,449.59		
Dec-23	1,923,016	5,475	\$164,714.79	22,380	\$24,634.98	8,799,288	\$189,349.77		
Jan-24	2,078,621	4,876	\$171,288.74	17,509	\$19,366.22	8,843,136	\$190,654.96		
Feb-24	1,916,610	4,874	\$160,228.87	34,146	\$36,683.11	9,954,078	\$196,911.98		
Mar-24	2,051,836	5,588	\$174,121.42	23,890	\$26,396.17	9,389,834	\$200,517.59		
Apr-24	1,869,958	4,906	\$158,077.04	14,112	\$16,588.13	7,791,502	\$174,665.17		_

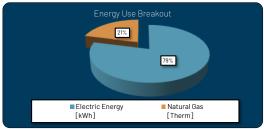
Annual Avera	ge Consumptior	and Cost							
	Electric	Total Electric			Natural Gas			Energy Use	
Year	Energy	Cost	Blended Rate	Natural Gas	Cost	Total Energy	Total Cost	Index	Cost Index
	[kWh]	[\$\$\$]	[\$\$\$/kWh]	[Therm]	[\$\$\$]	[MMBTU]	[\$\$\$]	[kBTU/ft²]	[\$\$\$ / ft <sup>2</sup> ]
Year 1	22,267,225	\$2,053,225	\$0.0922	269,380	\$241,783	102,914	\$2,295,007		
Year 2	22,750,487	\$2,052,204	\$0.0902	139,848	\$152,654	91,609	\$2,204,859		
Average	22,508,856	\$2,052,715	\$0.0912	204,614	\$197,218	97,262	2,249,933		

	Average Monthly Utility Cost and Weather Data										
Month	Electric Energy	Natural Gas	Total	Heating	Cooling						
Piolitii	[\$\$\$]	[\$\$\$]	[\$\$\$]	Degree Days	Degree Days						
January	\$184,076	\$28,792	\$212,868	956	0						
February	\$173,193	\$34,816	\$208,009	751	0						
March	\$178,127	\$28,781	\$206,908	660	0						
April	\$172,614	\$15,824	\$188,437	394	7						
May	\$153,751	\$9,928	\$163,679	172	76						
June	\$165,421	\$5,490	\$170,911	41	152						
July	\$161,225	\$3,830	\$165,055	0	425						
August	\$186,929	\$7,224	\$194,153	2	422						
September	\$160,743	\$6,980	\$167,723	41	135						
October	\$176,840	\$4,718	\$181,557	247	21						
November	\$173,790	\$13,274	\$187,064	836	0						
December	\$166,007	\$37,561	\$203,568	971	0						
Total	\$2,052,715	\$197,218	\$2,249,933	5,068	1,237						
Pct. of Total	91%	9%									

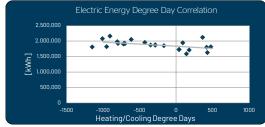


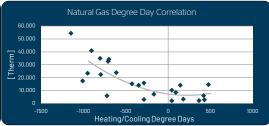


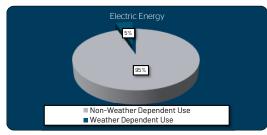


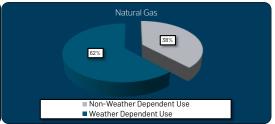


Energy Type	Best Fit Strategy	Trendline Formula	Intercept vs. CDD / HDD	R²	Explanation
Electric Energy [kWh]	2° Polynomial	y = -0.01x <sup>2</sup> + -143.86x + 1,834,718	1,774,053	0.318	R <sup>2</sup> < 0.50: Suggest monthly Electric Energy cannot be reasonably predicted based on weather severity, i.e. no correlation between weather and Electric Energy.
Natural Gas [Therm]	2° Polynomial	y = 0.02x <sup>2</sup> + -8.82x + 7,392	6,507	0.645	R <sup>2</sup> < 0.75: Suggest monthly Natural Gas cannot be significantly be predicted based on weather severity, i.e. low correlation between weather and Natural Gas.









Utility Analysis by Ethan Durbano version INW 24.01.03

Agenda Sheet for City Council:  Committee: PIES Date: 06/16/2025  Committee Agenda type: Consent		<b>Date Rec'd</b>	6/10/2025	
		Clerk's File #	OPR 2025-0467	
		Cross Ref #		
Council Meeting Date: 07/14	/2025		Project #	
Submitting Dept	WASTEWATER MANAGEMENT		Bid #	PW ITB 6367-25
<b>Contact Name/Phone</b>	KYLE 6	525.4647	Requisition #	CR27609
Contact E-Mail	KARRINGTON@SPOKANECITY.ORG			
Agenda Item Type	Contract Item			
Council Sponsor(s)	BWILKERSON	JBINGLE	KKLITZKE	
<b>Sponsoring at Adminis</b>	trators Request	NO		
Lease? NO	Grant Related	? NO	Public Works?	YES
Agenda Item Name	4320 - RPWRF - CONTRACT FOR BURNER AND BOILER CONTROLS UPGRADE #3			

#### **Agenda Wording**

Consent to award, PW ITB 6367-25 to McKinstry Co., Spokane WA. Term is June 3, 2025 to June 1, 2026. Total cost is \$369,900 not including tax.

#### **Summary (Background)**

PW ITB 6367-25 was issued to procure the burner and boiler controls upgrade contract. McKinstry was selected as the lowest responsive and responsible bidder. These boilers were installed in 1990 and replacement controls are no longer available and the ones we have are not functioning properly.

What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a
consistent level of service to all, to distribute public investment throughout the community and to respond to
gaps in services identified in various City plans.
How will data be collected, analyzed, and reported concerning the effect of the
program/policy by racial, ethnic, gender identity, national origin, income level,
disability, sexual orientation, or other existing disparities?
N/A
How will data be collected regarding the effectiveness of this program, policy, or
product to ensure it is the right solution?
Public Works follows the City's established procurement and public works bidding regulations and policies to
bring items forward, and then uses contract management best practices to ensure desired outcomes and
regulatory compliance.
Describe how this proposal aligns with current City Policies, including the
Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program,
<b>Neighborhood Master Plans, Council Resolutions, and others?</b>
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.
Council Subcommittee Review
PIES June 16, 2025

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	<b>\$</b> 369,900.00
Current Year Cost	<b>\$</b> 369,900.00
Subsequent Year(s) Cost	<b>\$</b> 0

#### **Narrative**

This expense was planned in the CIP.

Amount		Budget Account
Expense	<b>\$</b> 369,900.00	<b>#</b> 4320.43290.35148.54801.10088
Select	\$	#

Funding Source Type One-Time
Program Revenue

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

Yes

**Expense Occurrence** N/A

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

<u>Approvals</u>		Additional Approvals	
Dept Head	GENNETT, RAYLENE		
<b>Division Director</b>	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
<u>Legal</u>	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		
<b>Distribution List</b>			
Paul Steinheiser paulst@mckinstry.com		hbarnhart@spokanecity.org	
kkeck@spokanecity.org		mmurray@spokanecity.org	
Tax & Licenses		rpwrfaccounting@spokanecity.org	
tlester@spokanecity.org			



#### **City of Spokane**

#### PUBLIC WORKS AGREEMENT

Title: BURNER AND BOILER CONTROLS UPGRADE

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **McKINSTRY, CO., LLC**, whose address is 850 East Spokane Falls Boulevard, Suite 100, Spokane, Washington, 99202 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract for the Wesihaupt Burner No. 3 and Boiler Controls Upgrade at the Riverside Park Water Reclamation Facility; and

WHEREAS, the Contractor was selected through PW-ITB 6367-25 issued by the City.

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

#### 1. TERM OF CONTRACT.

The term of this Contract begins on June 3, 2025, and ends on June 1, 2026, unless amended by written agreement or terminated earlier under the provisions.

#### 2. TIME OF BEGINNING AND COMPLETION.

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

#### 3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Contract is described in their Bid Response, which is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. 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 **Wesihaupt Burner No. 3 and Boiler Controls Upgrade at the Riverside Park Water Reclamation Facility** and the associated Scope of Work and the specifications referenced therein.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g., detailed outline of

completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

#### 4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **THREE HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED AND NO/100 DOLLARS** (\$369,900.00), excluding applicable sales tax unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939. All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

#### 5. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

#### 6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

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

#### 7. STATE PREVAILING WAGES.

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

to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

#### 8. BONDS.

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

#### 9. PUBLIC WORKS REQUIREMENTS.

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

#### 10. TAXES, FEES AND LICENSES.

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

#### 11. CITY OF SPOKANE BUSINESS LICENSE.

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

#### 12. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

#### 13. DEBARMENT AND SUSPENSION.

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

#### 14. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability 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 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 indemnification provided for in this section shall survive any termination or expiration of this Contract.

#### 15. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;
  - Acceptable supplementary Umbrella coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and:

- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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 coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the 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.

#### 16. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. 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;
    - 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).

#### 17. INDEPENDENT CONTRACTOR.

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

#### 18. ASSIGNMENT AND SUBCONTRACTING.

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

#### 19. TERMINATION.

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

#### 20. STANDARD OF PERFORMANCE.

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

#### 21. ANTI KICK-BACK.

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

#### 22. 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.

#### 23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract. The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

#### 24. MISCELLANEOUS PROVISIONS.

- A. **Amendments/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 City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane in connection with this Agreement are *public records* and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

McKINSTRY, CO., LLC		CITY OF SPOKANE		
By	Date	By	Data	
Signature	Date	Signature	Date	
Type or Print Name		Type or Print Name		
Title				
Attest:		Approved as to form:		
City Clerk		Assistant City Attorney		
City Clerk		Assistant City Attorney		

#### Attachments that are part of this Agreement:

Exhibit A – Debarment Certification
Payment Bond
Performance Bond
Exhibit B - Contractor's Bid Response

25-133

#### **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 actual knowledge and belief, that its officers and directors:
  - 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.
- 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)

#### **PAYMENT BOND**

We, McKINSTRY, CO., LLC, as principal, and	, as surety,
are held and firmly bound to the City of Spokane, Washington, in the sum of	THREE HUNDRED
SIXTY-NINE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$	369,900.00), for the
payment of which, we bind ourselves and our legal representatives and su	iccessors, 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 **Wesihaupt Burner No. 3 and Boiler Controls Upgrade at the Riverside Park Water Reclamation Facility** 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	·	
	McKINSTRY, CO., LLC,	
	AS PRINCIPAL	
	By: Title:	_
A valid POWER OF ATTORNEY for the Surety's agent must	AS SURETY	,
accompany this bond.	By: Its Attorney in Fact	_

STATE OF WASHINGTON	
County of	) ss. )
I certify that I know or have	e satisfactory evidence that gned this document; on oath stated that he/she was
	and acknowledged it as the agent or representative of the authorized to do business in the State of Washington, for entioned.
DATED:	Signature of Notary Public
	My appointment expires

#### PERFORMANCE BOND

We, McKINSTRY, CO., LLC, as principal, and	, as Surety,
are held and firmly bound to the City of Spokane, Washington, in the sum of	of THREE HUNDRED
SIXTY-NINE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (	(\$369,900.00), for the
payment of which, we bind ourselves and our legal representatives and s	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 **Wesihaupt Burner No. 3 and Boiler Controls Upgrade at the Riverside Park Water Reclamation Facility.** 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		
	McKINSTRY, CO., LLC,	
	AS PRINCIPAL	
	By: Title:	
A valid POWER OF ATTORNEY	AS SURETY	
for the Surety's agent must accompany this bond.	By: Its Attornev in Fact	_

STATE OF WASHINGTON	
County of	) ss. )
I certify that I know or have sa	tisfactory evidence that signed this document; on oath stated that
•	cument and acknowledged it as the agent or representative of authorized to do business in the State of Washington, for the document.
DATED on	<u>.</u>
	Signature of Notary
	My appointment expires

#### **EXHIBIT B**



BID TABULATION	
	PW ITB 6367-25 V
Total project Bid	
Tax 9.1%	
Extended total	

PLEASE NOTE THIS TABULATI

Neishaupt Burner #3 and Boiler Controls Uprgade	9		
McKinstry		DW Industries	
	369,900.00		520,000.00
	33,660.90		47,320.00
	403,560.90		567,320.00

ION IS NOT AN INDICATION OF AWARD RECOMMENDATION.



#### **<** Business Lookup

#### **License Information:**

New search Back to results

**Entity name:** MCKINSTRY CO., LLC

**Business name:** MCKINSTRY CO., LLC

**Entity type:** Limited Liability Company

**UBI #:** 602-569-922

Business ID: 001

**Location ID:** 0002

**Location:** Active

**Location address:** 850 E SPOKANE FALLS BLVD

SPOKANE WA 99202-2167

Mailing address: PO BOX 24567

SEATTLE WA 98124-0567

**Excise tax and reseller permit status:**Click here

Secretary of State information: Click here

#### **Endorsements**

Endorsements held at this lo	License #	Count	Details	Status	Expiration da First issuance
Airway Heights General Business - Non-Resident	2929			Active	Jan-31-2026 Jan-03-2019
East Wenatchee General Business - Non-Resident				Active	Jan-31-2026 Jun-08-2017
Moses Lake General Business - Non-Resident	BUS1998-008	3		Active	Jan-31-2026 Jan-23-1998
Spokane General Business	T11103486B			Active	Jan-31-2026 Oct-15-2012

### Owners and officers on file with the Department of Revenue





Owners and officers	Title
ALLEN, DEAN	
HAGAR, JOSEPH	
PEDERSEN, JAMIE	

### **Registered Trade Names**

Registered trade names	Status	First issued
MCKINSTRY	Active	Jan-09-2006
MCKINSTRY CO.	Active	Jan-09-2006
MCKINSTRY ELECTRICAL	Active	Dec-18-2013

#### **View Additional Locations**

The Business Lookup information is updated nightly. Search date and time: 3/12/2025 9:58:19 AM

#### **Contact us**

How are we doing? **Take our survey!** 

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Check if your browser is supported





#### CERTIFICATE OF LIABILITY INSURANCE

KGIRIDHARRAO

DATE (MM/DD/YY

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

1/31/2025 IOLDER. TI THE POLIC

PR	his certificate does not confer rights to				CONT	CT				
Hub International Northwest LLC PO Box 3018			mriddin.			, No): (425) 485-8489				
	thell, WA 98041				E-MAII	ss: now.info	@hubinter	rnational.com	1	
						INS	SURER(S) AFFO	RDING COVERAGE		NAIC#
					INSUR	ERA: The Tra	velers Ind	emnity Company		25658
INS	URED				INSUR	ER B : Traveler	s Property (	Casualty Company of	America	25674
	McKinstry Co. LLC				INSURER C:					
	PO Box 24567 Seattle, WA 98124-0567				INSURER D:					
	Seattle, WA 96124-0367				INSURER E :					
					INSUR	ERF:				
				E NUMBER:				REVISION NUMBER		
II C	HIS IS TO CERTIFY THAT THE POLICIE NDICATED. NOTWITHSTANDING ANY RETIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUI PER POLI	IREM TAIN CIES	ENT, TERM OR CONDITIOI , THE INSURANCE AFFORI . LIMITS SHOWN MAY HAVE	N OF A	ANY CONTRAI Y THE POLIC REDUCED BY	CT OR OTHER IES DESCRIE PAID CLAIMS	R DOCUMENT WITH RES BED HEREIN IS SUBJEC	SPECT TO	WHICH THIS
INSF		ADDL	SUBF	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LI	MITS	
Α	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	2,000,00
	CLAIMS-MADE X OCCUR	Х	X	VTC2K-CO-5643B901-INI	D-25	1/31/2025	3/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,00
	X WA Stop Gap							MED EXP (Any one person)	\$	10,00
								PERSONAL & ADV INJURY	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	4,000,000
	POLICY X PRO-							PRODUCTS - COMP/OP AG	G \$	4,000,000
В	OTHER:	_						COMBINED SINGLE LIMIT	.\$	0.000.00
J	X ANY AUTO					4/24/222		(Ea accident)	\$	2,000,000
				VTC2J-CAP-5643B913-TI	TIL-25   1/31/2025	3/1/2026	BODILY INJURY (Per person	) \$		
								BODILY INJURY (Per accide	nt) \$	
	HIRED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
_	(MADELLA MAD								\$	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE							EACH OCCURRENCE	\$	
	DED RETENTION \$							AGGREGATE	\$	
Α								PER X OTH	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EYECUTIVE  Y/N			VTC2K-CO-5643B901-IND	ID-25 1/31/2025	1/31/2025	3/1/2026	The seattly with the seattle s		1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				.//01/12020		E.L. EACH ACCIDENT	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOY		1,000,000
-	DESCRIPTION OF OPERATIONS BRIOW	-	_					E.L. DISEASE - POLICY LIMI	T \$	1,000,000
ity	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL MCK Job #124151 Spokane WWTP Modi of Spokane is included as Additional Inss/endorsements.	ne n	eater	Replacements					attached	
CEF	RTIFICATE HOLDER		_		CANC	ELLATION	v			
City of Spokane 4401 N Aubrey L White Pkwy Spokane, WA 99205					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
					LU Ahach					



## BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only 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. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
  - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
    - (a) The Additional Insured Owners, Lessees or Contractors (Form B) endorsement CG 20 10 11 85; or
    - (b) Either or both of the following: the Additional Insured Owners, Lessees or Contractors Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37 10 01:

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured Owners, Lessees or Contractors Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or
- (b) Either or both of the following: the Additional Insured Owners, Lessees or Contractors Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
  - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
  - (b) 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

#### COMMERCIAL GENERAL LIABILITY



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:
  - (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.



# OTHER INSURANCE – DESIGNATED ADDITIONAL INSUREDS – PRIMARY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE OF DESIGNATED ADDITIONAL INSUREDS

Any person or organization that qualifies as an additional insured under such other

endorsement to this Coverage Part, if you agree in a written contract to include such

person or organization as an additional insured on this Coverage Part and such

written contract:

a. Specifically requires that this insurance apply on a primary basis or a primary and

non-contributory basis; and

b. Was signed and executed by you before, and is in effect when, the "bodily injury"

or "property damage" occurs or the "personal injury" or "advertising injury" offense

is committed

#### **PROVISIONS**

The following is added to Paragraph 4.a., Primary Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance afforded under this Coverage Part to any additional insured shown in the Schedule Of

Designated Additional Insureds is primary to any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance.



#### XTEND ENDORSEMENT FOR CONTRACTORS

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.

- A. Who Is An Insured Unnamed Subsidiaries
- B. Blanket Additional Insured Governmental Entities – Permits Or Authorizations Relating To Operations

#### **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, joint venture or limited liability company, 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:

- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability Railroads
- F. Damage To Premises Rented To You
  - 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.

B. 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:

- 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".

#### C. INCIDENTAL MEDICAL MALPRACTICE

- 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.
- 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 or paramedic; 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.
- 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:

- 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.

#### D. 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
- "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

#### E. CONTRACTUAL LIABILITY - RAILROADS

- The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
  - c. Any easement or license agreement;



Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

#### F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- **a.** Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- **b.** The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



# TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	\$ 25,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000

#### **Designated Projects:**

Each "project" away from premises owned by or rented to you Designated Locations: Each premises owned by or rented to you

#### **Designated Locations:**

Each premises owned by or rented to you

#### **PROVISIONS**

- The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
- 2. The following replaces Paragraph 1. of SECTION III LIMITS OF INSURANCE:
- The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - **b.** Claims made or "suits" brought;



- Persons or organizations making claims or bringing "suits"; or
- d. "Projects" or "locations".
- 3. The following replaces Paragraph 2. of SECTION III LIMITS OF INSURANCE:
  - 2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:
    - (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
    - (2) Damages under Coverage B; and
    - (3) Medical expenses under Coverage C.
    - b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
      - (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
        - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
        - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;
        - that can be attributed only to operations at a single "project".
      - (2) The Designated Project Aggregate Limit applies separately to each "project".
      - (3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
      - (4) The Designated Project Aggregate Limit does not apply to damages

- under Coverage **B**. Instead, the General Aggregate Limit described in Paragraph **2.d.** below applies to such damages.
- (5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.
- c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
  - (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
    - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
    - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;
    - that can be attributed only to operations at a single "location".
  - (2) The Designated Location Aggregate Limit applies separately to each "location".
  - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
  - (4) The Designated Location Aggregate Limit does not apply to damages ssunder Coverage B. Instead, the General Aggregate Limit described in



Paragraph **2.d.** below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:
  - (a) The Total Aggregate Limit; and
  - (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

- d. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
  - (1) The General Aggregate Limit is the most we will pay for the sum of:
    - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences". and medical expenses under Coverage C for "bodily injury" caused bν accidents. that cannot be attributed only to operations at a single "project" or a single "location"; and
    - (b) Damages under Coverage B.
  - (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
  - (3) Any payments made for damages or medical expenses to which the

General Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

- The following replaces Paragraph 3. of SECTION III LIMITS OF INSURANCE:
  - 3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".
- **5.** The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects and Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-ofway of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule — Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and 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 a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-ofway of a railroad, will be considered a single "project".





REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

#### CERTIFICATE OF LIABILITY INSURANCE

BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZ...

DATE (MM/DD/YY

1/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. TI CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLIC

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). CONTACT **Hub International Northwest LLC** PHONE (A/C, No, Ext): (425) 489-4500 FAX (A/C, No): (425) 485-8489 PO Box 3018 Bothell, WA 98041 E-MAIL ADDRESS: now.info@hubinternational.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: The Travelers Indemnity Company 25658 INSURER B: Travelers Property Casualty Company of America INSURED 25674 McKinstry Co. LLC INSURER C : PO Box 24567 INSURER D : Seattle, WA 98124-0567 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. ADDL SUBR TYPE OF INSURANCE POLICY NUMBER LIMITS X COMMERCIAL GENERAL LIABILITY 2.000.000 EACH OCCURRENCE 300,000 CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) VTC2K-CO-5643B901-IND-25 1/31/2025 3/1/2026 Χ Х χ WA Stop Gap 10,000 MED EXP (Any one person) 2,000,000 PERSONAL & ADV INJURY 4,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 4,000,000 POLICY X PRO-PRODUCTS - COMP/OP AGG \$ OTHER: В COMBINED SINGLE LIMIT (Ea accident) 2,000,000 AUTOMOBILE LIABILITY X ANY AUTO VTC2J-CAP-5643B913-TIL-25 1/31/2025 3/1/2026 BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) NON-OWNED AUTOS ONLY HIRED AUTOS ONLY UMBRELLA LIAB OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION \$ PER STATUTE X OTH-WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 3/1/2026 VTC2K-CO-5643B901-IND-25 1/31/2025 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/A 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: MCK Job #123996 Spokane WWTP Gas Compressor Room Controls City of Spokane is included as Additional Insured, coverage is primary and non-contributory and waiver of subrogation applies per the attached forms/endorsements. CERTIFICATE HOLDER 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. City of Spokane 4401 N Aubrey L White Pkwy Spokane, WA 99205 AUTHORIZED REPRESENTATIVE

Elle Stepach



## BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule:

is an insured, but:

- a. Only 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. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
  - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
    - (a) The Additional Insured Owners, Lessees or Contractors (Form B) endorsement CG 20 10 11 85; or
    - (b) Either or both of the following: the Additional Insured Owners, Lessees or Contractors Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37 10 01:

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured Owners, Lessees or Contractors Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or
- (b) Either or both of the following: the Additional Insured Owners, Lessees or Contractors Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
  - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
  - (b) 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

#### COMMERCIAL GENERAL LIABILITY



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:
  - (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.



# OTHER INSURANCE – DESIGNATED ADDITIONAL INSUREDS – PRIMARY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE OF DESIGNATED ADDITIONAL INSUREDS

Any person or organization that qualifies as an additional insured under such other

endorsement to this Coverage Part, if you agree in a written contract to include such

person or organization as an additional insured on this Coverage Part and such

written contract:

a. Specifically requires that this insurance apply on a primary basis or a primary and

non-contributory basis; and

- b. Was signed and executed by you before, and is in effect when, the "bodily injury"
- or "property damage" occurs or the "personal injury" or "advertising injury" offense

is committed

#### **PROVISIONS**

The following is added to Paragraph 4.a., Primary Insurance, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance afforded under this Coverage Part to any additional insured shown in the Schedule Of

Designated Additional Insureds is primary to any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance.



#### XTEND ENDORSEMENT FOR CONTRACTORS

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.

- A. Who Is An Insured Unnamed Subsidiaries
- **B.** Blanket Additional Insured Governmental Entities Permits Or Authorizations Relating To Operations

#### **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, joint venture or limited liability company, 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:

- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability Railroads
- F. Damage To Premises Rented To You
  - **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.

B. 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:

- 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".

#### C. INCIDENTAL MEDICAL MALPRACTICE

- 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.
- 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 or paramedic; 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.
- 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:

- 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.

#### D. 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
- "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

#### E. 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;



- Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.
- F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- **a.** Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- **b.** The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	\$ 25,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000

#### **Designated Projects:**

Each "project" away from premises owned by or rented to you Designated Locations: Each premises owned by or rented to you

#### **Designated Locations:**

Each premises owned by or rented to you

#### **PROVISIONS**

- The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
- 2. The following replaces Paragraph 1. of SECTION III LIMITS OF INSURANCE:
- The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought;

- **c.** Persons or organizations making claims or bringing "suits"; or
- d. "Projects" or "locations".
- 3. The following replaces Paragraph 2. of SECTION III LIMITS OF INSURANCE:
  - 2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:
    - (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
    - (2) Damages under Coverage B; and
    - (3) Medical expenses under Coverage C.
    - b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
      - (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
        - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
        - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;
        - that can be attributed only to operations at a single "project".
      - (2) The Designated Project Aggregate Limit applies separately to each "project".
      - (3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
      - (4) The Designated Project Aggregate Limit does not apply to damages

- under Coverage **B**. Instead, the General Aggregate Limit described in Paragraph **2.d**. below applies to such damages.
- (5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.
- c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
  - (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
    - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences": and
    - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;
    - that can be attributed only to operations at a single "location".
  - (2) The Designated Location Aggregate Limit applies separately to each "location".
  - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
  - (4) The Designated Location Aggregate Limit does not apply to damages ssunder Coverage B. Instead, the General Aggregate Limit described in



- Paragraph **2.d.** below applies to such damages.
- (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:
  - (a) The Total Aggregate Limit; and
  - (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

- d. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
  - (1) The General Aggregate Limit is the most we will pay for the sum of:
    - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage C for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and
    - (b) Damages under Coverage B.
  - (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
  - (3) Any payments made for damages or medical expenses to which the

General Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

- 4. The following replaces Paragraph 3. of SECTION III LIMITS OF INSURANCE:
  - 3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".
- 5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects and Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-ofway of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule — Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and 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 a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-ofway of a railroad, will be considered a single "project".

#### **Bid Response Summary**

Bid Number PW ITB 6367-25

Bid Title Weishaupt Burner #3 and Boiler Controls Upgrade—Riverside Park Water Reclamation Facility - Public Works

**Due Date** Monday, June 2, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]

Bid Status Closed to Bidding

**Company** McKinstry

Submitted scottbe@mckinstry.com - Monday, June 2, 2025 9:12:50 AM [(UTC-08:00) Pacific Time (US &

By Canada)]

scottbe@mckinstry.com

Comments

#### **Question Responses**

Group	Reference Number	Question	Response
Pre-Bid Site Visit			
	1	OPTIONAL Pre-bid conference and walk through will be held on TUESDAY May 13th, 2025, at 9:00 AM. The location will be the Lobby Area of the Riverside Park Water Reclamation Facility, 4401 N Aubrey L. White Pkwy, Spokane, WA 99205.	I acknowledge and agree
BACKGROUND AND PURPOSE			
	1	Bidder Acknowledges: The City of Spokane Riverside Park Water Reclamation Facility (COS RPWRF), operates a 24-hour/365 day per year and works under aggressive deadlines and schedules that require suppliers to provide high service levels.	I acknowledge and agree
	2	The COS RPWRF is seeking a CONTRACTOR to Upgrade the Burner and Boiler Controls. Project falls under Public Works, therefore Contractor shall/must be a Washington State registered "and" licensed Contractor and have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement at the time of bid submittal to be considered a responsive bidder.	I acknowledge and agree
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Bid represents that it has read and understands the specifications, and familiarized the Work is to be performed.	I acknowledge and agree
	QUALIFICATION	Bidder acknowledges that they have reviewed Bidder Responsibility Criteria (Mandatory) that is located the Documents Tab and acknowledges that bidders must meet criteria to be considered a responsible bidder.	I acknowledge and agree
	QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to ensure completion of the Work, unless waived by the City.	I acknowledge and agree
	QUALIFICATION	Supplemental Bidder Responsibility. Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder.	I acknowledge and agree
	QUALIFICATION	Supplemental Bidder Responsibility Criteria Bidders can Download "Supplemental Bidder Responsibility Criteria Form with Work Experience Form" From The Bids Documents Tab, Complete And Upload Here	Completed_Supplemental Bidd Responsibility Criteria Form.pd

QUALIFICATION	Supplemental Bidder Responsibility Criteria After bid opening and prior to award, the apparent low bidder, or contacted bidders, shall complete, sign and submit this form with attached documentation within twenty-four (24) hours of notification.	I acknowledge and agree
QUALIFICATION	Bidder acknowledges that they have reviewed Bidder Responsibility Criteria (Supplemental) that is located the Documents Tab and acknowledges that bidders must meet criteria to be considered a responsible bidder.	I acknowledge and agree
AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
CONTRACT	The contract that is awarded from this ITB would be valid through June 30, 2026	I acknowledge and agree
CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement.	I acknowledge and I agree
EXECUTION OF CONTRACT	Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.	I acknowledge and I agree
GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and I agree
PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree
PAYMENT - Progress Payments Shall Include WA State Tax	Progress Payments would be made Net 30 after receipt of invoice. Progress Payments shall include Tax.	I acknowledge and agree
1	1ST PAYMENT 10% based on Contractor providing support materials have been ordered. Upon Receipt of Invoice Net 30.	I acknowledge and agree
2	2ND PAYMENT 10% based on Contractor providing support materials have been received by Contractor. Upon Receipt of Invoice Net 30.	I acknowledge and agree
3	If you took exception to any of the above, explain in detail.	
INVOICING	Invoices must be submitted to the Riverside Park Water Reclamation Facility. •Invoices shall reference and list OPR #2025-XXXX and approved Intent to Pay Prevailing Wage Number. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be emailed to HBarnhart@spokanecity.org or mailed to Riverside Park Water Reclamation Facility, Attn: Warehouse Manager-Barnhart, 4401 N Aubrey L. White Pkwy, Spokane, WA	I acknowledge and agree

		TI 0"	
		The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor	
	REJECTION OF	informalities in the Bid process whenever it is in the City's	I acknowledge and agree
	BIDS	best interest, and to accept or reject all or part of this	r doknowiedge dira dgree
		Invitation to Bids, at the prices shown.	
		BIDDING ERRORS: Unit pricing will prevail in the	
		circumstance of unit and extension pricing discrepancies.	
		When, after the opening and tabulation of Bids, a Bidder	
		claims error, and requests to be relieved of award, he will	
	DIDDING EDDODG	be required to promptly present certified work sheets. The	Laster today and access
	BIDDING ERRORS	Purchaser will review the work sheets and if the Purchaser	I acknowledge and agree
		is convinced, by clear and convincing evidence, that an	
		honest, mathematically excusable error or critical omission	
		of costs has been made, the Bidder may be relieved of his	
		Bid.	
	CONTRACTOR	The Contractor shall be a Washington State registered	I acknowledge and agree
	REGISTRATION	"and" licensed Contractor at time of Bid submittal.	- admidwidage and agree
		The bidder agrees to start the work under this contract	
	COMPLETION TIME	within ten (10) days of the Notice to Proceed and to	I acknowledge and I agree
	COMIT EL TION TIME	substantially complete the specified work by DECEMBER 31, 2025.	r doknowledge drid r dgree
		In the event the bidder is awarded the contract and fails to	
	LIQUIDATED	complete the work within the time limit or any agreed upon	
	DAMAGES	time extensions, liquidated damages shall be paid to the	I acknowledge and agree
	PUNIVAEO	City of Spokane in the amount of \$500 per calendar day	
		until the work is satisfactorily completed.	
	EXCEPTIONS	If you took exception to any of the above, explain in detail.	
	MISCELLANEOUS	Upload any additional documentation here. You can only	Complete Bid Burner 3
	DOCUMENTATION	upload one document so if you have more than one page -	WWTP.pdf
	UPLOAD	combine them into one page before uploading.	
PUBLIC WORKS			
REQUIREMENTS			
	1.	The work under this contract constitutes a public work	I acknowledge and agree
	2	under state law.	Lacknowledge and agree
	2.	Payment/performance bonds will be required.  The Contractor shall furnish, at its sole expense, a	I acknowledge and agree
		performance "and" a payment bond, each equal to one	
		hundred percent (100%) of the contract price. The bond	
		shall insure faithful and complete performance of the	
		contract and payment of all obligations to laborers and	
		material men arising from the Project. The bond shall be	
		executed by a Surety company authorized to do business in	
	PERFORMANCE	Washington State and shall remain in effect for one (1) year	
	BOND AND	following final acceptance of the work. Unless approved by	I acknowledge and agree
	PAYMENT BOND	the City, the Surety's name shall appear on the United	<u> </u>
		States Treasury Department's list of authorized Sureties -	
		Circular 570. On contracts of \$150,000.00 or less, in lieu of	
		a surety bond, at the request of the Contractor, the City may	
		retain ten percent (10%) of the contract price for a minimum	
		of forty-five (45) days following final acceptance, or until	
		of forty-five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is	

RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor, or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty-five (45) days following final acceptance of Work; provided the following conditions are met:	I acknowledge and I agree
RETAINAGE	a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage. In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.	I acknowledge and I agree
4.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & Camp; I).	I acknowledge and I understan
5.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is Monday, June 2nd, 2025.	I acknowledge and I understan
6.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and I understan
7.	The Contractor and any subcontractors will submit a Statement of Intent to Pay Prevailing Wages□ certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The □Statement of Intent to Pay Prevailing Wages□ shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an □Affidavit of Wages Paid certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge and I understan
8.	The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	I acknowledge and I understar

	9.	As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge and I understan
TECHNICAL REQUIREMENTS			
	PERFORMANCE	The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described as the Burner and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility - Public Works.	I acknowledge and I agree
	SCOPE OF WORK -	Contractor shall be responsible for replacing the burner, burner gas lines and the controls for the boiler. This work includes, but is not limited to, replacing regulators, valves, upgrades to pneumatic to electronics.	I acknowledge and agree
	SCOPE OF WORK	Bidder has reviewed Recent Digester Gas Sample Analysis posted in Documents Tab, the attachment is 29 pages.	I acknowledge and agree
	SCOPE OF WORK	Burner shall be a Weishaupt Burner as specified in the bid document in the "docuemtns" tab, no substitutions will be allowed.	I agree and acknowledge
SENERAL REQUIREMENTS			
	INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge and agree
	WASHINGTON STATE RETAIL SALES TAX	A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.	I acknowledge and agree
	WASHINGTON STATE RETAIL SALES TAX	B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.	I acknowledge and agree
	PERMITS	The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.	I acknowledge and agree
	SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree
	INSURANCE	During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree

The Bidder submitting this bid certifies that it has examined the site, read and understands Bid #PW ITB 6367-25 posted in the Documents Tab, and the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.  Bid Price shall be an all-inclusive single, firm-fixed price, that includes all associated costs.  Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this COMPLETE project. No other costs will be allowed over and above the bid price.		CONTRACTOR	Washington State Contractor's Registration Number	MCKINCL942DW
INSURANCE  RCW 51.12.02.02 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1.000,000.000.  b. General Liability Insurance b. on an occurrence basis, with a combined single limit of not less than \$1.000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement. I. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance pollor work be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement. i. Acceptable supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies are furnished by the Contractor. The amount of the insurance acceptable for the company of the company o		COMPLETE	Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the	I acknowledge and I agree
RCW 51.12.02.02 which requires subject employers to provide worker's compensation coverage for all their subject worker's and Employer's Liability Insurance in the amount of \$1.000,000.00.  D. General Liability Insurance b. on an occurrence basis, with a combined single limit of not less than \$1.000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.; I. Acceptable supplementary Umbrella insurance coverage temployees are additional insureds but only with respect to the Company's services to be provided under this Agreement.; I. Acceptable supplementary Umbrella insurance coverage temployees are additional insureds but only with respect to the Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and c. Property Insurance in the temployment. Hearder XC (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including overage for owned, hired and non-owned vehicles.  There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificates shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insured's specifically for Company's services under this Agreement, as the as all of the parties who are additional insured's specifically for Company's servi		Bid	includes all associated costs.	I acknowledge and agree
INSURANCE   RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.			above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
INSURANCE provided worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.  b. General Liability Insurance b. on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.; I. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and c. Property Insurance in the insurance coverage limits required in this Agreement; and c. Property Insurance of the insurance coverage limits required in this Agreement; and c. Property Insurance of the insurance coverage limits required in this Agreement, and c. Property Insurance of the insurance coverage of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.  There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction o			the site, read and understands Bid #PW ITB 6367-25	
INSURANCE   RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1.000,000.00.    D. General Liability Insurance b. on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement; i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.    INSURANCE	SID		modera retentions, and/or soft-moderates.	
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		INSURANCE	provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the	I acknowledge and agree

CONTRACTOR RESPONSIBILITY	U.B.I. Number	602 569 922
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	323-555-000
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	20-4030425
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	T11103486BUS
ADDENDA	Bidder acknowledges receipt of addenda and agrees that their requirements have been included in this bid proposal.	1
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated bid due date.	I acknowledge and I agree
MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Dhone Number for individual/company submitting this bid response.	SCOTT BEACH, MCKINSTRY COMPANY, 601 E RIVERSIDE AVE, SUITE 510, SPOKANE W 99202, 208-277-8319
1	Please provide the name, phone number, and email address for the person in your Company that will potentially sign a contract through the DocuSign process used by the City.	PAUL STEINHEISER, 206-391 1673, Paulst@mckinstry.com
2	Bid Proposal: Bidder must/shall complete Pages 10 - 12 of the PW ITB 6367-25 Bid Document (Burner and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility - Public Works) located in the Documents tab. Please save these three pages as one document as you will only be allowed to upload document here, failure to upload the completed list may result in a non-responsive determination to this request.	Completed Bid Proposal.pdf
3	The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment/performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here or bid "will be" considered non-responsive. (blank form available under the 'Documents' tab).	Bid_Bond_20250519_110507.p
4	If subcontractors will be used, please download the 'Subcontractor List' document from the 'Documents' tab, complete, and upload the completed document here. If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request.	Subcontractors List.pdf

TERMS &		
CONDITIONS		
	Bidder accepts has read and acknowledges compliance	
	with Terms and Conditions located in the Documents area	
	of this project. If answer is "I do not acknowledge and I do	
#1	not agree", include requested exception in proposal	I acknowledge and I agree
	submittal on separate page and title as "Exception to Terms	
	and Conditions". The City will consider and determine if	
	exception will be accepted.	
#2	Describe exceptions to Terms & Describe exceptions & Des	
#2	marked "I do not acknowledge and I do not agree" above.	

## **HUB International Northwest, LLC**

12100 NE 195<sup>th</sup> Street, Suite 200, Bothell, WA 98011-5768 Mail: P.O. Box 3018, Bothell, WA 98041-3018 Phone: (425) 489-4500 Fax: (425) 485-8489

05/15/2025

Valentia Verena McKinstry Co., LLC 5005 3rd Ave. South Seattle, WA 98134

Re: BID BOND ENCLOSED

Weishaupt Burner #3 and Boiler Controls Upgrade - Riverside Park Water Reclamation Facility - Public Works

Dear Valentia:

Enclosed is referenced bid bond that was ordered.

Please check all signatures, dates, amounts and job description to avoid having a low bid rejected because of a clerical error. Please make certain to sign the bond where indicated.

Please confirm that the bid bond form attached is the form required by the specifications.

Please provide bid results as soon as possible.

Thank you.

HUB International Northwest, LLC

Jim S. Kuich

Enclosure

## **BID BOND**

We, McKinstry Co., LLC	as Principa	al,
and Western Surety Company	as Sur	ety,
are held and firmly bound unto the CITY OF	SPOKANE, a Washington State municipal	
corporation, in the penal sum of FIVE PERC	ENT (5%) OF THE TOTAL AMOUNT BID, for th	ie
payment of which we jointly and severally bi	nd ourselves, and our legal representatives and	
successors.		
THE CONDITIONS OF THE OBLIGA	ATION are that if the City of Spokane shall make	
timely award to the Principal for the Weisha	upt Burner #3 and Boiler Controls Upgrade –	
Riverside Park Water Reclamation Facilit	ty - Public Works according to the terms of the	
bid made by the Principal; and the Principal	shall, within the specified time, enter into a	
contract with the City of Spokane and furnis	h bond(s) acceptable to the City, if required, ther	1
this obligation shall be null and void; otherw	ise, it shall remain in full force and effect; but in r	10
event will the surety's liability exceed this bo	ond's face amount.	
SIGNED AND SEALED on June 2,	, 2025	
AS PRINCIPAL	McKinstry Co., LLC  By: OSER PRESIDENT L CFO	
A valid POWER OF ATTORNEY must accompany this bond.	Western Surety Company AS SURETY  By:  Attorney in Fact  Jim S. Kuich	

# Western Surety Company

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Steve Wagner, Michael A Murphy, Heather L Allen, S M Scott, Theresa A Lamb, Jim W Doyle, Jim S Kuich, Annette Troseth, Ted Baran, Carol Lowell, Andy D Prill, Chad M Epple, Emma C Doleshel, Natalie C Chau, Dana Brown, Grant E Ingalls, Individually

of Bothell, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of December, 2024.

WESTERN SURETY COMPANY

Larry Kasten Vice President

State of South Dakota County of Minnehaha

SS

On this 16th day of December, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT

SEAL SOUTH DAKOTA SEAL

SOUTH DAKOTA SEAL

M. Bent

M. Bent, Notary Public

#### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of the corporation this and the seal of the said corporation this the power of Attorney hereinabove set forth is still in force, and further certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

#### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM <u>AND</u> 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 6367-25, Weishaupt Burner #3 and Boiler controls Upgrade – Riverside Park Water Reclamation Facility - Public Works

#### 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:

Bid \$_369,900.00
(do not include Washington State Sales Tax)
The Bidder agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar day after the stated bid due date.
ADDENDA.  The undersigned acknowledges receipt of addenda number(s) 1 and agrees the 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, 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 five hundred (\$500.00) per calendar day until the work is satisfactor completed.

#### **BIDDER RESPONSIBILITY.**

Washington State Contractor's Registration No (Must be in effect at time of bid submittal)	MCKINCL942DW
U.B.I. Number <u>602 569 922</u>	
Washington Employment Security Department Num	ber 323-555-000

Signed and Sworn To (or Affirmed) Before Me On

05/30/2025

Notary Public
State of Washington
SARA L HOFSTEE
LICENSE # 21033079
MY COMMISSION EXPIRES
SEPTEMBER 15, 2029

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 the signed this bid proposal, on oath stated that he/she acknowledged it as the representative of the bidder, and voluntary act of such party for the uses and pur	was authorized to sign it and a corporation, to be the free
Signed and Sworn To (or Affirmed) Before Me On	
	date
(Seal Or Stamp)	
Signature of Notary Public	
My appointment expires	

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To: Honorable Mayor

> Members of the City Council City of Spokane, Washington

PROJECT: PW ITB 6367-25, Weishaupt Burner #3 and Boiler controls Upgrade -Riverside Park Water Reclamation Facility - Public Works

### **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.

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:
<b>Bid</b> \$ 369,900.00
(do not include Washington State Sales Tax)
The Bidder agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated bid due date.
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Washington State Contractor's Registration No. MCKINCL942DW (Must be in effect at time of bid submittal)
J.B.I. Number 602 569 922
Washington Employment Security Department Number 323-555-000

Washington Excise Tax Registration Number20-4030425			
City of Spokane Business License NumberT11103486BUS (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: McKinstry Co., LLC			
feldi.			
Signature of Bidder's Authorized Representative			
Business Unit Manager Title			
601 E Riverside Ave, Suite 510, Spokane, WA 99202 Address			
509-482-3323 Phone			
IF INDIVIDUAL Signed and Sworn To (or Affirmed) Before Me On			
date			
State of Washington SARA L HOFSTEE LICENSE # 21033079 MY COMMISSION EXPIRES SEPTEMBER 15, 2029  MY Appointment expires  SEPTEMBER 15, 2029			

#### **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	
William Committee and the committee of t	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 na signed this bid proposal, on oath stated that he/she was authorize acknowledged it as the representative of the bidder, a corporation, and voluntary act of such party for the uses and purposes herein na	d to sign it and to be the free
Signed and Sworn To (or Affirmed) Before Me On	
	date
(Seal Or Stamp)	
Signature of Notary Public	
My appointment expires	



## City of Spokane, Washington Supplemental Bidder Responsibility Criteria

The state of the s		
with attachments to the City (See instructions at the	low bidder shall complete, sign and submit this form end of this form). The form shall be submitted within less a different time and date is required by the	
Project Name: Weishaupt Burner #3 and Boiler Con Facility – Public Works	trois Upgrade – Riverside Park Water Reclamation	
	Project # 6367-25	
Part A: General Company Information		
Company Name McKinstry Company, LLC		
Address 5005 3 <sup>rd</sup> Ave S, Seattle WA 98134		
Contact Name and Title Scott Beach, Senior Account	Executive	
Contact Phone 208-277-8319	Contact E-mail scottbe@mckinstry.com	
Years in business as a Prime Contractor 63	Years in business as a sub-contractor	
Years in business under present Name 63		
List any former company names under which the cor	mpany, its owners, and/or its principals has operated	
in the past five (5) years N/A		
Explain reason for name change(s) in the past five (5)	years N/A	
Part B: Work Experience		
if the request for bids has project specific criteria, in	ncluding work experience, list at least the requested	
which are similar in type, size and scope of work requ	time frame on the attached Project Experience form	
List four (4) similar construction projects.	arred for this project.	
the state of the s		
Part C: Performance Evaluation	· · · · · · · · · · · · · · · · · · ·	
Under past or present names does the bidder have	e a history of receiving "deficient" or "inadequate"	
evaluations on two (2) or more contracts from the C	ity or other municipalities or another governmental	
agency on a public works project within the last five (5) years?		
□ Yes □X No		
If "Yes" attach a separate, signed / dated statement	isting the projects and an explanation.	
Part D: Record of Debarment / Disqualification		
Has the bidder (including the primary contractor, a	ny firm with which any of the primary contractor's	
owners, officers, or partners was associated) been de	barred, disqualified, removed or has been otherwise	
prevented from bidding on, or completing any gover	rnmental agency or public works projects, including	
debarment by the federal, state or other municipal go		
□ Yes □X No		
If "Yes", attach a separate signed / dated statement lis	sting any debarments, disqualifications, removal, etc.	
from any governmental public works project and the		

by the OSHA or other agencies responsible for safety oversight?  The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane WTEF. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years.  □ Yes □X No  If "Yes," attach a separate signed / dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.  Part F: Environmental  In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?  □ Yes □X No  If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.  Part G: Utilization Requirements  In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?  □ Yes □X No  Part H: Discrimination  Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?  □ Yes □X No  If "Yes", attach a separate signed / da	In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations
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applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?  — Yes — X No  If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluation these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to	
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the resolution of each violation to determine whether the violations demonstrate a pattern of failure to	explanation of each violation and how it was resolved. The City shall evaluation these explanations and
pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.	the resolution of each violation to determine whether the violations demonstrate a pattern of failure to
	pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

Part E: Safety

Part J: Public Bidding Crime (Criminal Convictions)
Has the bidder been convicted of a crime involving public bidding on a public works contract within the
last five (5) years?
□ Yes □X No
If "Yes", attach a separate signed/dated statement listing the dates of conviction(s), the offense(s)
convicted of, the punishment, and a brief statement of the facts underlying the conviction(s).
Part K. Claims Against Retainage and Bonds
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public
works projects during the previous three (3) years?
□ Yes □X No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or
payment bond for any completed public works projects and include for each project a written explanation
of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall
evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of
making timely and appropriate payments, unless there are extenuating circumstances acceptable to the
City in its sole discretion.
Part L. Termination for Cause
Has the bidder had any public works contract terminated for cause by any government agency during the
previous five (5) years?
□ Yes □X No
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government
agency terminating the contract and the circumstances involving the termination for cause. The City will
determine if there are extenuating circumstances acceptable to the City in its sole discretion.
Part M: Litigation
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is
completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on
contracts in the previous five (5) years?
□ Yes □X No
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against
the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or
arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations
demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating
circumstances acceptable to the City in its sole discretion.
Part N: Delinquent State Taxes
Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a
payment plan approved by the Department before the date of contract award?
□ Yes □X No
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the
bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".
Part O: Subcontractor Responsibility

Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?			
□X Yes □ No			
If "Yes" or "No", provide a copy of its standard subcontract form and validate the responsibility of subcontractors.	d a copy of the procedures used to		
Signature			
The undersigned certifies that the information and data contained he	erein is correct and complete. Failure		
to disclose information or submitting false or misleading information	on may result in rejection of my bid,		
revocation of award, contract termination, or may impact my firm's a	bility to bid on future projects by the		
City of Spokane.			
Signature of Authorized Representative	Date		
Feldin-	05/30/2025		
Printed Name of Authorized Representative	Title		
Paul Steinheiser	Business Unit Manager		

# Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL				
Bidder's Company Name Bidder		s' Contact Name & Phone N	umber	
McKinstry Company, LLC	y, LLC Greg Feider 509-342-9910			
Project Name Project Contract Number				
WSU SRC Boiler phase I		121174-001		
Project Owner		Project Location		
		Pullman Washington		
Washington State University				
Project Owner Contact Name & Title		Owner's Telephone Number		
Brian Baier/AFS Maintenance supervisor		208-596-1022		
Notice to Proceed Date	Final Completion	Date	Awarded Contract Value	Final Contract Price
6/10/2021	11/14/2021		\$275,950	\$280,580
Prime Contractor Name (If Not Bidder)		1	& Phone Number (If Not	
McKinstry Essention		Bidder) Casey McGourin 509-209-0	0634	

**Brief Project Description** 

Demolition of an existing boiler and primary pump. Supply and install a new boiler, primary pump, pipe, valves and fittings as needed to hook up the new equipment and install new boiler venting.

Brief Summary of Technical Work Completed by Bidder, Including Any Relevant Details to Demonstrate Similar Experience and Any Required Experience Detailed in the Specifications

Self-performed all labor associated with the shutdown, demolition and pump alignment installation scope, Boiler startup was performed by manufacturer subcontractor due to warranty needs by the boiler manufacturer, successfully subcontracted insulation, concrete scanning, core drilling, GWB repairs work.



CITY OF SPOKANE - PURCHASING & CONTRACTS 915 N. Nelson St. Spokane, Washington 99202 (509) 625-6400

May 13th 2025

## **ADDENDUM NO. 1**

PW ITB 6367-25 Weishaupt Burner #3 & Boiler Controls Upgrade

This Addendum 1 to the above identified Public Works Invitation to bid is being issued to issue the Sign in sheet for the Pre-submittal Meeting. **No Questions were asked.** 

## Tanya Lester

Procurement Specialist, Purchasing & Contracts Department

PLEASE NOTE: This addenda shall be acknowledged when submitting a response in ProcureWare to this IRFP

Addendum 1 - RFP



# PW ITB 6367-25 OPTIONAL WALK THROUGH

PROJECT: Weishaupt Burr Upgrade	ner #3 & Boiler Controls MEETING	DATE: Tuesday May 13th, 2024, 9:00 AM
FACILITATOR:	LOCATIO	N: 4401 N. Aubrey L. White Parkway, Spokane WA 99205
NAME	COMPANY	EMAIL
Nate Cauley	CH Murphy	nato Couley & Chinca Com
Brian Paska	Are Electric + Lyung	briang earce lectriccorp. com
Ryne Harris	MacDonald Miller	Ryse. Harris @ Macmiller-com
mat miller	Power city Electric	mmiller & pow excity electric com
Jason Peterson	MacMiller	Jason. Petterson @ Mieniller. Com
Han Uskarti	DW Industries	Honzeldw-industries ne
Rob David	At las Doiles	Dobadbiatlasbones.co
RC RIGGS	MACMILLER	RC. RIGAS @ Macmiller-Can

## SUBCONTRACTOR LIST

City of Spokane Project Name: PW ITB 6367-25, Weishaupt Burner #3 and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility – Public Works

## RCW 39.30.060 (as amended) states:

"Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work ... shall require each prime contract bidder to submit as part of the bid, or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work.

The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void." (emphasis added)

Subcontractor Named (perform the work):	(List prime contract bidder if prime contract bidder intends to self
	McKinstry will self perform the work and have no sub-contractors
Subcontractor Named: perform the work))	(List prime contract bidder if prime contract bidder intends to self
Work to be performed:	
Subcontractor Named (perform the work):	List prime contract bidder if prime contract bidder intends to self
Work to be performed:	
Subcontractor Named (perform the work):	List prime contract bidder if prime contract bidder intends to self
Work to be performed:	
Subcontractor Named ( perform the work):	List prime contract bidder if prime contract bidder intends to self-
Work to be performed:	

## **HUB International Northwest, LLC**

12100 NE 195th Street, Suite 200, Bothell, WA 98011-5768 Mail: P.O. Box 3018, Bothell, WA 98041-3018 Phone: (425) 489-4500 Fax: (425) 485-8489

05/15/2025

Valentia Verena McKinstry Co., LLC 5005 3rd Ave. South Seattle, WA 98134

Re: BID BOND ENCLOSED

Weishaupt Burner #3 and Boiler Controls Upgrade - Riverside Park Water Reclamation Facility - Public Works

Dear Valentia:

Enclosed is referenced bid bond that was ordered.

Please check all signatures, dates, amounts and job description to avoid having a low bid rejected because of a clerical error. Please make certain to sign the bond where indicated.

Please confirm that the bid bond form attached is the form required by the specifications.

Please provide bid results as soon as possible.

Thank you.

HUB International Northwest, LLC

Jim S. Kuich

Enclosure

## **BID BOND**

We, McKinstry Co., LLC	as Principal,
and Western Surety Company	as Surety,
are held and firmly bound unto the CITY OI	SPOKANE, a Washington State municipal
	CENT (5%) OF THE TOTAL AMOUNT BID, for the
	oind ourselves, and our legal representatives and
successors.	
THE CONDITIONS OF THE OBLIG	ATION are that if the City of Spokane shall make
timely award to the Principal for the Weisha	aupt Burner #3 and Boiler Controls Upgrade –
	ty - Public Works according to the terms of the
	shall, within the specified time, enter into a
	h bond(s) acceptable to the City, if required, then
	rise, it shall remain in full force and effect; but in no
event will the surety's liability exceed this be	
SIGNED AND SEALED on June 2	, 2025
AS PRINCIPAL	McKinstry Co., LLC  By: OSSA PAGE  Title: PRESIDE IN L. CFO
A valid POWER OF ATTORNEY must accompany this bond.	Western Surety Company AS SURETY  By:  Attorney in Fact  Jim S. Kuich

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Steve Wagner, Michael A Murphy, Heather L Allen, S M Scott, Theresa A Lamb, Jim W Doyle, Jim S Kuich, Annette Troseth, Ted Baran, Carol Lowell, Andy D Prill, Chad M Epple, Emma C Doleshel, Natalie C Chau, Dana Brown, Grant E Ingalls, Individually

of Bothell, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of December, 2024.

WESTERN SURETY COMPANY

State of South Dakota
County of Minnehaha

SS

On this 16th day of December, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC SAN
SOUTH DAKOTA

M. Bent

M. Bent, Notary Public

#### CERTIFICATE

of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this

WESTERN SURETY COMPANY

Paula Kols:ud. Assistana Secretary

#### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023



# City of Spokane, Washington Supplemental Bidder Responsibility Criteria

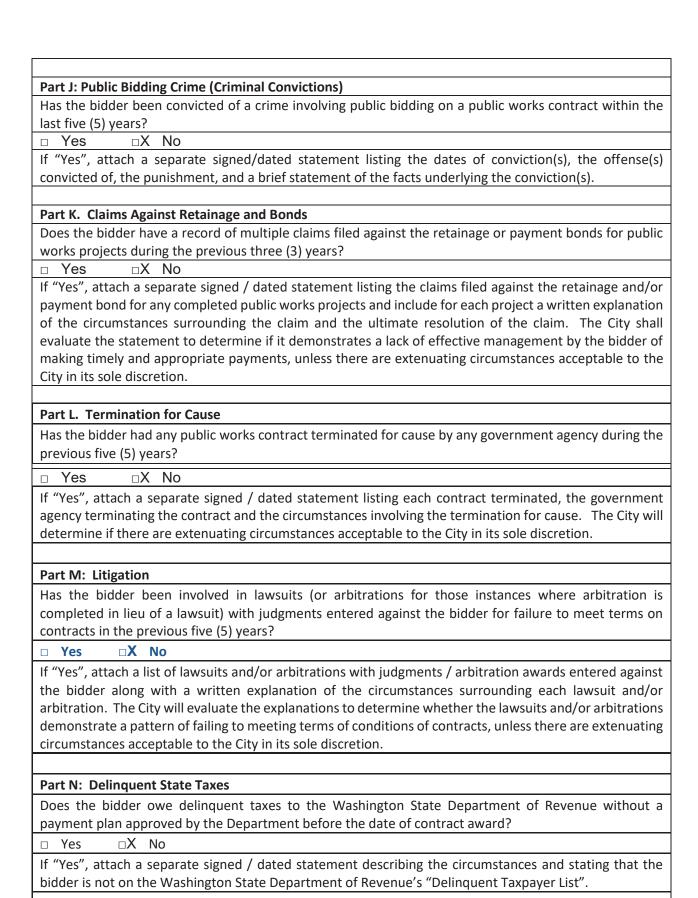
After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form	
with attachments to the City (See instructions at the end of this form). The form shall be submitted within	
twenty-four (24) hours after the notification, unless a different time and date is required by the	
specifications or otherwise mutually agreed upon.	
Project Name: Weishaupt Burner #3 and Boiler Controls Upgrade – Riverside Park Water Reclamation	
Facility – Public Works	
	Project # 6367-25
Part A: General Company Information	
Company Name McKinstry Company, LLC	
Address 5005 3 <sup>rd</sup> Ave S, Seattle WA 98134	
Contact Name and Title Scott Beach, Senior Account Executive	
Contact Phone 208-277-8319	Contact E-mail scottbe@mckinstry.com
Years in business as a Prime Contractor 63	Years in business as a sub-contractor
Years in business under present Name 63	
List any former company names under which the company, its owners, and/or its principals has operated	
in the past five (5) years N/A	
Explain reason for name change(s) in the past five (5) years N/A	
Doub D. Work Everyings	
Part B: Work Experience  If the request for bids has project specific criteria, including work experience, list at least the requested	
number of projects completed within the required time frame on the attached Project Experience form	
which are similar in type, size and scope of work required for this project.	
List four (4) similar construction projects.	
	_
Part C: Performance Evaluation	
Under past or present names does the bidder have a history of receiving "deficient" or "inadequate"	
evaluations on two (2) or more contracts from the City or other municipalities or another governmental	
agency on a public works project within the last five (5) years?	
□ Yes □X No	
If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.	
Part D: Record of Debarment / Disqualification	
Has the bidder (including the primary contractor, any firm with which any of the primary contractor's	
owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise	
prevented from bidding on, or completing any governmental agency or public works projects, including	
debarment by the federal, state or other municipal government during the last five (5) years?	

If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc.

from any governmental public works project and the basis for the action.

Part E: Safety
In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations
by the OSHA or other agencies responsible for safety oversight?
The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane WTEF. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years.
□ Yes □X No
If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part F: Environmental
In the last five (5) years, has the bidder received serious citations from government environmental
enforcement agencies on projects for which the bidder was the contractor?
□ Yes □X No
If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part G: Utilization Requirements
In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?
□ Yes □X No
Part H: Discrimination
Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?
□ Yes □X No
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involves, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.
Part I. Prevailing Wage
In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?
□ Yes □X No
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an

explanation of each violation and how it was resolved. The City shall evaluation these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.



Does the bidder's standard subcontract form include the subcon 39.06.020? Does the bidder have an established procedure which it each of its subcontractor? Does the subcontract form require that have and document a similar procedure for sub-tier subcontractors?	t uses to validate the responsibility of each of the bidder's subcontractors
□X Yes □ No	! 
If "Yes" or "No", provide a copy of its standard subcontract form and validate the responsibility of subcontractors.	d a copy of the procedures used to
Signature	
The undersigned certifies that the information and data contained h	erein is correct and complete. Failure
to disclose information or submitting false or misleading information	· · · · · · · · · · · · · · · · · · ·
revocation of award, contract termination, or may impact my firm's	ability to bid on future projects by the
City of Spokane.	
Signature of Authorized Representative	Date
Pul Stili-	05/30/2025
Printed Name of Authorized Representative	Title
Paul Steinheiser	Business Unit Manager

# Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL				
Bidder's Company Name		Bidder	s' Contact Name & Phone Nu	ımber
McKinstry Company, LLC		Greg F	Feider 509-342-9910	
Project Name		J	Project Contract Number	
WSU SRC Boiler phase I			121174-001	
Project Owner Project Location				
Pullman Washington				
Washington State Univer	Vashington State University			
Project Owner Contact Name & Title		Owner's Telephone Number	er	
Brian Baier/AFS Maintenance supervisor		208-596-1022		
Notice to Proceed Date	Final Completion	n Date	Awarded Contract Value	Final Contract Price
6/10/2021	11/14/2021		\$275,950	\$280,580
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If No Bidder)		
McKinstry Essention Casey McGourin 509-209-0634		634		

#### **Brief Project Description**

Demolition of an existing boiler and primary pump. Supply and install a new boiler, primary pump, pipe, valves and fittings as needed to hook up the new equipment and install new boiler venting.

Brief Summary of Technical Work Completed by Bidder, Including Any Relevant Details to Demonstrate Similar Experience and Any Required Experience Detailed in the Specifications

Self-performed all labor associated with the shutdown, demolition and pump alignment installation scope, Boiler startup was performed by manufacturer subcontractor due to warranty needs by the boiler manufacturer, successfully subcontracted insulation, concrete scanning, core drilling, GWB repairs work.

# SUBCONTRACTOR LIST

City of Spokane Project Name: PW ITB 6367-25, Weishaupt Burner #3 and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility – Public Works

"Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work ... shall require each prime contract bidder to submit as part of the bid, or within one (1) hour after the published bid submittal time, the names

## RCW 39.30.060 (as amended) states:

of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work. The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void." (emphasis added) Subcontractor Named (List prime contract bidder if prime contract bidder intends to selfperform the work): Work to be performed: McKinstry will self perform the work and have no sub-contractors Subcontractor Named: (List prime contract bidder if prime contract bidder intends to selfperform the work)) Work to be performed: Subcontractor Named (List prime contract bidder if prime contract bidder intends to selfperform the work): Work to be performed: Subcontractor Named (List prime contract bidder if prime contract bidder intends to selfperform the work): Work to be performed: Subcontractor Named (List prime contract bidder if prime contract bidder intends to selfperform the work): Work to be performed:

Agenda Sheet for City Council: Committee: PIES Date: 06/16/2025 Committee Agenda type: Consent		Date Rec'd	<b>Date Rec'd</b> 6/11/2025	
		Clerk's File #	OPR 2025-0466	
		Cross Ref #		
Council Meeting Date: 07/14	/2025	Project #		
Submitting Dept	SOLID WASTE DISPOSAL	Bid #	IPWQ 6376-25	
<b>Contact Name/Phone</b>	CHRIS AVERYT 625-6540	Requisition #	CR 27632	
Contact E-Mail	CAVERYT@SPOKANECITY.O	RG		
Agenda Item Type	Contract Item			
Council Sponsor(s)	KKLITZKE			
<b>Sponsoring at Adminis</b>	trators Request NO	)		
Lease? NO	<b>Grant Related?</b> NO	Public Works?	YES	
Agenda Item Name	4490 PURCHASE AND INSTALLATION OF AN AIR CONDITIONING UNIT			

#### **Agenda Wording**

Contract award to TRM Services, Inc. (Spokane Valley, WA) for the purchase and installation of a 250 ton air conditioning unit at the Waste to Energy Facility from Jul. 15, 2025-Dec. 31, 2025 and a total cost of \$248,748.00, plus tax.

## **Summary (Background)**

The Waste to Energy Facility has done several upgrades to its motors and mechanical controls in the past several years. These upgrades incorporated electrical controls, that reduce the amount of electricity the facility consumes during operation, which increases the amount of electricity available for sale to the grid. However, the upgraded equipment is producing more heat in the space it resides in and coupled with the recent extreme heat events, requires additional cooling to ensure optimum operating efficiency and increase the equipment's longevity. On May 19, 2025 bidding closed on IPWQ 6376-25 for the purchase and installation of the needed air conditioning unit for this space. Two responses were received and TRM Services, Inc. was the low-cost bidder.

What impacts would the proposal have an historically evaluded communities?
What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a
consistent level of service to all, to distribute public investment throughout the community and to respond to
gaps in services identified in various City plans.
How will data be collected, analyzed, and reported concerning the effect of the
program/policy by racial, ethnic, gender identity, national origin, income level,
disability, sexual orientation, or other existing disparities?
Not applicable.
How will data be collected regarding the effectiveness of this program, policy, or
product to ensure it is the right solution?
<u>-</u>
Public Works follows the City's established procurement and public works bidding regulations and policies to
bring items forward, and then uses contract management best practices to ensure desired outcomes and
regulatory compliance.
Describe how this proposal aligns with current City Policies, including the
Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program,
Neighborhood Master Plans, Council Resolutions, and others?
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.
Council Subcommittee Review
Not applicable

Fiscal Impact	
Approved in Current Year B	udget? YES
Total Cost	\$ 248,748.00 plus tax
Current Year Cost	<b>\$</b>
Subsequent Year(s) Cost	\$

#### **Narrative**

This is a one time Capital expense that was planned for in the 2025 Solid Waste Disposal Capital Plan.

Amount		Budget Account
Expense	<b>\$</b> 248,748.00	<b>#</b> 4490-44900-94370-56401-19087
Expense	<b>\$</b> 22,636.07 tax	<b>#</b> 4490-44900-94370-56401-19087
Select	\$	#

Funding Source Type

Recurring

Program Revenue

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

Yes

Expense Occurrence One-Time

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	<u>PURCHASING</u>	NECHANICKY, JASON
<b>Division Director</b>	FEIST, MARLENE		
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		
Distribution List			
Craig Kelly, craig@trmserv	s.com	mdorgan@spokanecity.c	org
jsalstrom@spokanecity.org		tprince@spokanecity.org	
rrinderle@spokanecity.org			



## **City of Spokane**

#### **PUBLIC WORKS AGREEMENT**

Title: PURCHASE AND INSTALLATION
OF AIR CONDITION UNIT

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, **TRM SERVICES, INC.**, whose address is 4108 North Industrial Park, 4<sup>th</sup> Street, Spokane Valley, Washington 99216, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

- 1. <u>PERFORMANCE</u>. 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 **Purchase and Mechanically Install 25-ton Air Condition Unit**, in accordance with IPWQ 6376-25 and Company's Response, which is attached as Exhibit B.
- 2. <u>CONTRACT DOCUMENTS</u>. The contract documents are this Contract, the Contractor's completed bid proposal form, unit price bid forms, contract provisions, contract plans & specifications & appendices, standard specifications, standard plans, addenda, City of Spokane invitation to bid, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Solid Waste Department and are incorporated into this Contract by reference as if they were set forth at length. 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. <u>TIME OF PERFORMANCE</u>. The time of performance of the Contract shall begin on July 15, 2025, and shall run through December 31, 2025. Project time of completion and working days in accordance with contract documents.
- 4. <u>LIQUIDATED DAMAGES</u>. Liquidated damages shall be in accordance with the contract documents.
- 5. <u>TERMINATION</u>. Either party may terminate this Contract by (30) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
- 6. <u>COMPENSATION</u>. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **TWO HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED FORTY-EIGHT AND NO/100 DOLLARS (\$248,748.00)**, plus applicable taxes, 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 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

- 7. <u>PAYMENT</u>. The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, <u>MDorgan@spokanecity.org</u>. All invoices should include the City Clerk's File No. "OPR 2025-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. 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.
- 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.
- 9. <u>BONDS</u>. 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.
- 10. <u>INSURANCE</u>. During the period of the Agreement, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:
- A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;
  - Acceptable supplementary Umbrella coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and;

- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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 coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the 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. <u>CONTRACTOR'S WARRANTY</u>. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
- 12. <u>WAGES</u>. 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.
- 13. 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.
- 14. <u>PUBLIC WORKS REQUIREMENTS.</u> 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.

#### 15. <u>SUBCONTRACTOR RESPONSIBILITY</u>.

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.
  - 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.
- 16. <u>NONDISCRIMINATION</u>. 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.

- 17. <u>DEBARMENT AND SUSPENSION</u>. 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.
- 18. <u>ASSIGNMENTS</u>. 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.
- 19. <u>ANTI-KICKBACK</u>. 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.
- 20. <u>COMPLIANCE WITH LAWS</u>. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
- 21. <u>DISPUTES</u>. 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.
- 22. <u>SEVERABILITY</u>. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
- 23. <u>AUDIT / RECORDS</u>. 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.
- 24. <u>BUSINESS REGISTRATION REQUIREMENT</u>. 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.
- 25. <u>CONSTRUAL</u>. 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.

- 26. <u>MODIFICATIONS</u>. 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.
- 27. <u>INTEGRATION</u>. 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.
- 28. <u>FORCE MAJEURE</u>. 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.

.....

CITY OF SPOKANE	
By Signature Date	
Type or Print Name	
Title	
Approved as to form:	
Assistant City Attorney	

#### Attachments that are part of this Contract:

Payment Bond Performance Bond Certification Regarding Debarment Response to IPWQ 6376-25

#### PAYMENT BOND

We, TRM SERVICES, INC., as principal, and	, as surety, are held
and firmly bound to the City of Spokane, Washington, in the sum of TWO I	<b>JUNDRED FORTY-EIGHT</b>
THOUSAND SEVEN HUNDRED FORTY-EIGHT AND NO/100 DOLL	.ARS (\$248,748.00), plus
applicable taxes plus applicable taxes, the payment of which, we bin	d ourselves and our legal
representatives and successors, jointly and severally by this document.	_

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **Purchase and Mechanically Install 25-ton Air Condition Unit.** 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	
	TRM SERVICES, INC., AS PRINCIPAL
	By: Title:
A valid POWER OF ATTORNEY	AS SURETY ,
for the Surety's agent must accompany this bond.	By: Its Attorney in Fact

STATE OF WASHINGTON ) ss.	
County of)	
	nis document; on oath stated that he/she was
	knowledged it as the agent or representative of the zed to do business in the State of Washington, for d.
DATED:	Signature of Notary Public
	My appointment expires
Approved as to form:	
Assistant City Attorney	

#### PERFORMANCE BOND

We, TRM SERVICES, INC., as principal, and	, as Surety, are held
and firmly bound to the City of Spokane, Washington, in the sum of TWO I	HUNDRED FORTY-EIGHT
THOUSAND SEVEN HUNDRED FORTY-EIGHT AND NO/100 DOLL	<b>.ARS (\$248,748.00)</b> , plus
applicable taxes, for the payment of which, we bind ourselves and our successors, jointly and severally by this document.	· legal representatives and

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **Purchase and Mechanically Install 25-ton Air Condition Unit.** 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	
	TRM SERVICES, INC. AS PRINCIPAL
	By: Title:
A valid <u>POWER OF ATTORNEY</u>	AS SURETY ,
for the Surety's agent must accompany this bond.	By: Its Attorney in Fact

STATE OF WASHINGTON	)
County of	) ss. )
he/she was authorized to sign the	e satisfactory evidence that signed this document; on oath stated that document and acknowledged it as the agent or representative of it is authorized to do business in the State of Washington, for the his document.
DATED on	
	Signature of Notary
	My appointment expires
Approved as to form:	
Assistant City Attorney	<del></del>

# 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.
- 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)

#### **Bid Response Summary**

Bid Number IPWQ 6376-25

Bid Title Purchase and Mechanically Install of 25-ton Air Condition Unit (Excludes Electrical Work) - (Re-Bid)

**Due Date** Monday, May 19, 2025 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]

Bid Status Closed to Bidding
Company TRM Services Inc

**Submitted** craig@trmservs.com craig@trmservs.com - Monday, May 19, 2025 8:33:53 AM [(UTC-08:00) Pacific Time

By (US & Canada)]

craig@trmservs.com

Comments

#### **Question Responses**

Group	Reference Number	Question	Response
PRE-BID MEETING -			
MANDATORY			
		A MANDATORY pre-bid meeting will be held	
		on WEDNESDAY, MAY 7, 2025, at 10:00 AM	
		PST. The location will be at the Waste to	
	1. MANDATORY Pre-	Energy Facility (WTEF), Administration	I acknowledge and
	Bid Meeting	Office, 2900 S Geiger Blvd, Spokane WA	agree
		99224. This meeting is MANDATORY only	
		bidders who attended would be able to	
		submit a bid.	
SECTION I. QUOTE			
PREPARATION AND			
EVALUATION			
	1. QUOTE	Quotes shall be prepared electronically	I acknowledge and
	PREPARATION	through the City's ProcureWare site.	agree
	2. SUBMISSION OF	Quotes shall be submitted electronically	I acknowledge and
	QUOTES	through the City's ProcureWare site by 9AM	· ·
	QUUTES	on Monday, MAY 19, 2025.	agree
		The Contractor by making its Quote	
	3. CONTRACTOR'S	represents that it has read and understands	I acknowledge an
	REPRESENTATIONS	the specifications; and has visited the site	J
	NEI NEGENTATIONS	and familiarized itself with the local conditions	agree
		under which the Work is to be performed.	

4. QUALIFICATION	Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge and agree
5. AWARD OF CONTRACT	Award of contract, when made, will be made by City Council by the City to the low responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results.	I acknowledge and agree
6. PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree
7. INVOICE	Invoice must be submitted TO Spokane Solid Waste Disposal within 30 days of performing work. • Invoices shall reference and list OPR #2025-XXXX and approved Intent to Pay Prevailing Wage Number. • Payment of invoice shall be contingent upon receipt of sufficient detail to permit identification of the work performed and compliance with contract conditions. Original invoice is required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoice shall be emailed to mdorgan@spokanecity.org	I acknowledge and agree
8. REJECTION OF QUOTES	The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in the Quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown.	I acknowledge and agree

	City of Spokane Procurement	
9. REGISTERED CONTRACTOR	The Contractor shall be a Washington State registered or licensed Contractor at time of Quote submittal.	I acknowledge and agree
10. PUBLIC WORK REQUIREMENTS	The scope of work ("Work") for this Project constitutes a public work under state law.  Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.	I acknowledge and agree
11. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES	Before award of a Public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.	I acknowledge and agree

	12. BUSINESS REGISTRATION REQUIREMENT	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	I acknowledge and agree
SECTION II. GENERAL REQUIREMENTS			
	1. BACKGROUND	The City of Spokane Waste To Energy Facility (COS WTEF) is seeking a qualified contractor to provide and mechanically install of 25-ton air condition unit (Excludes Electrical Work)	I acknowledge and agree
	2. LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount ZERO (\$0.00) dollars for each and every working until the work is satisfactorily completed. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.	I acknowledge and agree
	3. INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge and agree

S	4. WASHINGTON STATE RETAIL SALES TAX	A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.	I acknowledge and agree
S	5. WASHINGTON STATE RETAIL SALES TAX	B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.	I acknowledge and agree
6	6. PERMITS	Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.	I acknowledge and agree
7	7. GUARANTY	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City.	I acknowledge and agree

	The Contractor shall not award any portion of the Work to any subcontractor without the	
8. SUBCONTRACTORS	City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors.	l acknowledge and agree
	No contractual relationship shall be created between any subcontractor and the City.	
9. INSURANCE	During the term of the Contract, ,the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree
10. INSURANCE	a. Worker's Compensation Insurance in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.	I acknowledge and agree
11. INSURANCE	b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement. i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and	I acknowledge and agree

12. INSURANCE	c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and	I acknowledge and agree
13. INSURANCE	d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I acknowledge and agree
14. INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.	I acknowledge and agree

	City of Spokane Procurement	
15. PERFORMANCE BONDS	The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge and agree
16. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.	A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries (L&I).	I acknowledge and agree

STATE ASSISTED CONSTRUCTION.  Ithes://ini.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/ Based on the Quote submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is April 7, 2025.  Ithese prevailing wages for this Project is April 7, 2025.  Ithese prevailing wages for this Project is April 7, 2025.  Ithese prevailing wages for this Project is April 7, 2025.  Ithese prevailing wages for this Project is April 7, 2025.  Ithese prevailing wages for this Project is April 7, 2025.  Co. If apprentices are to be used, they must be registered with the State Apprenticeship I ackn STATE ASSISTED Council; otherwise, they are to be paid State agree prevailing journeyman wages.  Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and		of Spokane Procurement	
WAGES - LOCAL AND STATE ASSISTED Council; otherwise, they are to be paid State agree CONSTRUCTION.  Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty	I acknowledge and agree	icable for this public works project, ocated in Spokane County, may be ne following website address of the nt of Labor and Industries: wa.gov/licensing-permits/public-jects/prevailing-wage-rates/ Based ote submittal deadline for this e applicable effective date for State	WAGES - LOCAL AND STATE ASSISTED
retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material agree man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty	I acknowledge and agree	red with the State Apprenticeship therwise, they are to be paid State	WAGES - LOCAL AND STATE ASSISTED
Work; provided the following conditions are met:	) I acknowledge and agree	percent (5%) (or ten percent (10%) ctor's request) from the monies the Contractor. This Retainage eld as a trust fund for the protection ent: (1) to the State of taxes and by the Contractor; and (2) of any echanic, subcontractor or material performs labor or furnishes any oward the Work. Release of will be made at a minimum of forty ays following final acceptance of	19. RETAINAGE

21. PROPRIETARY LANGUAGE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records. The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

I acknowledge and agree

		Oity of Spokarie i Tocurement	
	22. INTERLOCAL LANGUAGE	The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	I acknowledge and agree
SECTION III. TECHNICAL REQUIREMENTS			
	1. GENERAL	Section II - General Requirements located in the Documents tab - Acknowledging here means you have read and agree with said information.	I understand and I agree
	2. SAFETY	Successful Contractor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I acknowledge and agree
	2.1 SAFETY	The Bidder acknowledges that it has read and understands the Contractor Safety and Environmental Requirements document in the Documents Tab.	I acknowledge and agree
	2.2 SAFETY	Awarded Contractor shall have all onsite employees watch a 20-minute contractor safety video specific to our site and comply with all COS WTEF safety rules and	I acknowledge and

2.3 SAFETY	Awarded Contractor shall be responsible for implementing and maintaining their own safety program during the work. The Contractor will be required to participate in the Facility's safety orientation prior to any work activities at the WTEF. The WTEF Lock Out/Tag out (LOTO) system shall be used during all work activities that require LOTO. A copy of WTEF LOTO Policy will be provided upon request. The Contractor shall use their own hard locks as part of these LOTO procedures.	I acknowledge and agree
2.4 SAFETY	Awarded Contractor shall sign all personnel in to the control room logbook at the start of each shift and sign them out at the end of shift or anytime an employee leaves or returns to the site This provides the COS WTEF an accurate account of contractors who are on site.	I acknowledge and agree
3. PERFORMANCE	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tool, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work.	I agree and acknnowledge
3.1 PERFORMANCE	PERMITS. The Contractor shall be responsible for obtaining at its expense all permits required by regulatory agencies.	I acknowledge and agree
3.2 PERFORMANCE	It is not the intent of this Scope of Work to define in detail the method of performing the work; however, all work shall be completed in a thorough, neat, and workmen like manner. Any work that, in the opinion of the Company, is not in accordance with the best prevailing trade practice may be rejected without recourse.	I acknowledge and agree
4. SCOPE OF WORK	Spokane WTE Critical MCC building AC unit project	Yes

TIME  TIME  within ten (10) days after receipt of the Notice and do not agree to Proceed and completed by July 31, 2025.  If you marked "I do not acknowledge and				
4.2. SCOPE OF WORK  ### Acceptions of the procuments table bidders can obtain additional information during Mandatory Pre-Bid Site Visit.  4.2 SCOPE OF Contractor to provide "and" mechanically install:  4.2.1 SCOPE OF WORK  4.2.1 SCOPE OF WORK  Acceptions of the work of			•	
4.2.1 SCOPE OF WORK  4.2.1 SCOPE OF WORK  4.2.1 SCOPE OF WORK  New, 3 phase, 480V, 25-Ton A/C unit.  4.2.1.1 SCOPE OF State warranty that being provided, advising if any impacts to warranty by COS WTEF personnel performing electrical work.  4.2.1.2 SCOPE OF WORK  4.2.2 SCOPE OF WORK  4.2.2.1 SCOPE OF WORK  4.2.2.1 SCOPE OF WORK  4.2.2.2 SCOPE OF WORK  4.2.2.2 SCOPE OF WORK  4.2.2.3 SCOPE OF WORK  4.2.3 SCOPE OF WORK  4.2.3 SCOPE OF WORK  4.2.4 SCOPE OF WORK  4.2.5 SCOPE OF WORK  4.2.6 SCOPE OF WORK  4.2.7 SCOPE OF WORK  4.2.8 SCOPE OF WORK  4.2.9 SCOPE OF WORK  4.2.1 SCOPE OF WORK  4.2.2 SCOPE OF WORK  4.2.2 SCOPE OF WORK  4.2.3 SCOPE OF WORK  4.2.3 SCOPE OF WORK  4.2.4 SCOPE OF WORK  4.2.5 SCOPE OF WORK  4.2.6 SCOPE OF WORK  4.2.7 SCOPE OF WORK  4.2.8 SCOPE OF WORK  4.2.8 SCOPE OF WORK  4.2.9 SCOPE OF WORK  4.2.1 SCOPE OF WORK  4.2.2 SCOPE OF WORK  4.2.3 SCOPE OF WORK  4.2.3 SCOPE OF WORK  4.2.4 SCOPE OF WORK  5. COMPLETION TIME  All Work under the contract shall be started within ten (10) days after receipt of the Notice to Proceed and completed by July 31, 2025.  If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.			reviewed the attachment titled "Photos (7 Photos)" located in the Documents tab: Bidders can obtain additional information	_
WORK  A.2.1.1 SCOPE OF WORK  WORK  A.2.1.2 SCOPE OF WORK  A.2.2 SCOPE OF WORK  A.2.2 SCOPE OF WORK  A.2.2.3 SCOPE OF WORK  A.2.2.2 SCOPE OF WORK  A.2.2.3 SCOPE OF WORK  A.2.2.3 SCOPE OF WORK  A.2.2.3 SCOPE OF WORK  A.2.2.3 SCOPE OF WORK  A.2.3 SCOPE OF WORK  A.2.3 SCOPE OF WORK  A.2.3 SCOPE OF WORK  A.2.3 SCOPE OF WORK  A.3 SCOPE OF WORK  A.4 A.3 SCOPE OF WORK  A.4 A.4 SCOPE OF BIdder will be responsible for removal and restoration of structural cross bracing to install equipment.  A.4 A.4 SCOPE OF WORK  A.4 A.4 SCOPE OF BIDDER WORK  A.4 A.4 SC			Contractor to provide "and" mechanically	Yes
4.2.1.1 SCOPE OF WORK if any impacts to warranty by COS WTEF personnel performing electrical work.  4.2.1.2 SCOPE OF Unit physical dimensions to be determined by WORK bidder to fit inside structural steel openings.  4.2.2 SCOPE OF WORK bidder to fit inside structural steel openings.  4.2.2 SCOPE OF WORK bidder to fit inside structural steel openings.  4.2.2 SCOPE OF WORK and not to exact specifications.  4.2.2.1 SCOPE OF Inlet duct to 25 Ton A/C unit; approximately 3' I acknowledge and agree  Outlet duct will raise vertically and travel horizontally from unit and go through the wall near fan shroud for cool air inlet shown in last picture in upper left corner.  4.2.3 SCOPE OF WORK install equipment.  4.2.4 SCOPE OF Bidder will be responsible for removal and restoration of structural cross bracing to install equipment.  4.2.4 SCOPE OF Bidder will be responsible for all scaffolding requirements required to complete work.  5. COMPLETION TIME  All Work under the contract shall be started within ten (10) days after receipt of the Notice to Proceed and completed by July 31, 2025.  If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.			New, 3 phase, 480V, 25-Ton A/C unit.	
WORK bidder to fit inside structural steel openings.  4.2.2 SCOPE OF WORK Associated ducting for cooling the building. The following list is a general work scope list and not to exact specifications.  4.2.2.1 SCOPE OF Inlet duct to 25 Ton A/C unit; approximately 3' I acknowledge and agree  WORK from building to unit.  Outlet duct will raise vertically and travel  4.2.2.2 SCOPE OF horizontally from unit and go through the wall near fan shroud for cool air inlet shown in last picture in upper left corner.  Bidder will be responsible for removal and restoration of structural cross bracing to install equipment.  4.2.4 SCOPE OF WORK requirements required to complete work.  5. COMPLETION TIME  All Work under the contract shall be started within ten (10) days after receipt of the Notice to Proceed and completed by July 31, 2025.  If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.  I acknowledge and agree  I acknowledge and agree  I acknowledge and agree  I do not acknowledge and agree  Equipment has 15-16 week lead time.			State warranty that being provided, advising if any impacts to warranty by COS WTEF	1-year functional parts, 5-year compressor, 5-year
The following list is a general work scope list and not to exact specifications.  4.2.2.1 SCOPE OF Inlet duct to 25 Ton A/C unit; approximately 3' I acknowledge and agree  WORK from building to unit.  Outlet duct will raise vertically and travel  4.2.2.2 SCOPE OF horizontally from unit and go through the wall near fan shroud for cool air inlet shown in last picture in upper left corner.  Bidder will be responsible for removal and restoration of structural cross bracing to install equipment.  4.2.4 SCOPE OF WORK requirements required to complete work.  5. COMPLETION TIME  All Work under the contract shall be started within ten (10) days after receipt of the Notice to Proceed and completed by July 31, 2025.  If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.  I acknowledge and agree  I acknowledge and agree  I acknowledge and agree  I do not acknowledge and agree  Equipment has 15-16 week lead time.				
WORK from building to unit.  Outlet duct will raise vertically and travel  4.2.2.2 SCOPE OF horizontally from unit and go through the wall work near fan shroud for cool air inlet shown in last picture in upper left corner.  4.2.3 SCOPE OF WORK Bidder will be responsible for removal and restoration of structural cross bracing to install equipment.  4.2.4 SCOPE OF Bidder will be responsible for all scaffolding work requirements required to complete work.  5. COMPLETION TIME All Work under the contract shall be started within ten (10) days after receipt of the Notice to Proceed and completed by July 31, 2025.  If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.  Exceptions			The following list is a general work scope list	<del>-</del>
4.2.2.2 SCOPE OF WORK near fan shroud for cool air inlet shown in last picture in upper left corner.  4.2.3 SCOPE OF WORK Bidder will be responsible for removal and restoration of structural cross bracing to install equipment.  4.2.4 SCOPE OF Bidder will be responsible for all scaffolding WORK requirements required to complete work.  5. COMPLETION TIME  All Work under the contract shall be started within ten (10) days after receipt of the Notice to Proceed and completed by July 31, 2025.  If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.  I acknowledge and agree  I do not acknowledge and do not agree  I do not acknowledge and equipment agree on any of the areas above, explain here what you are taking exception to.			•	_
4.2.3 SCOPE OF WORK restoration of structural cross bracing to install equipment.  4.2.4 SCOPE OF Bidder will be responsible for all scaffolding requirements required to complete work.  5. COMPLETION TIME  All Work under the contract shall be started within ten (10) days after receipt of the Notice to Proceed and completed by July 31, 2025.  If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.  I acknowledge and agree  I do not acknowledge and on to not acknowledge and agree agree are the proceed and to not agree agree.			horizontally from unit and go through the wall near fan shroud for cool air inlet shown in last	<del>-</del>
WORK requirements required to complete work. agree  5. COMPLETION TIME  All Work under the contract shall be started within ten (10) days after receipt of the Notice to Proceed and completed by July 31, 2025.  If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.  EXCEPTIONS  All Work under the contract shall be started within ten (10) days after receipt of the Notice and do not agree and do not agree.  I do not acknowledge and Equipment has 15-16 week lead time.			restoration of structural cross bracing to	-
5. COMPLETION TIME  within ten (10) days after receipt of the Notice to Proceed and completed by July 31, 2025.  If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.  I do not acknowledge and to not acknowledge and agree and to not acknowledge and agree ag				_
EXCEPTIONS agree" on any of the areas above, explain here what you are taking exception to.			within ten (10) days after receipt of the Notice	I do not acknowledge and do not agree
SECTION IV. BID		EXCEPTIONS	agree" on any of the areas above, explain	Equipment has 15-16 week lead time.
	SECTION IV. BID			

1. BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
2. PRICING FORM	Fill out the Pricing Page located in the documents tab in ProcureWare and upload it here:	Pricing Form.pdf
2.1 PRICING FORM	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
3. CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	TRMSESI838MR
4. CONTRACTOR RESPONSIBILITY	U.B.I. Number	602-995-393
5. CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	191,319-00
6. CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	602-995-393
7. CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	T13085615BUS
8. CONTRACTOR RESPONSIBILITY	As of July 1, 2019, Contractor has fulfilled training requirements or is exempt from L&I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020	Yes
9. ADDENDA	Bidder acknowledges receipt of addenda and agrees that their requirements have been included in this bid proposal.	1
10. MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge and I agree

	City of Spokane Procurement	
11. MISCELLANEOUS	For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	Yes
12. MISCELLANEOUS	If this project is less than \$150,000 - does contractor request 10% retainage in lieu of bond?	Yes
13. MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
14. CONTACT INFORMATION	Individual's Name, Company Name, Address, Email Address & Done Number for individual/company submitting this bid response.	Craig Kelly TRM Services 4108 N. Industrial Park 4th s Spokane Valley, WA 99216 craig@trmservs.com 509-340-2448
15. CONTACT INFORMATION	Individuals name and email address who is authorized to sign contract:	Craig Kelly craig@trmservs.con

	The bid shall be accompanied by a copy of bid bond/bid security payable to the order of the City of Spokane, in an amount of not less than five percent (5%) of the total contract amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. As soon as the	
16. BID BOND	bid prices have been compared, the City will release the bid security of all except the three (3) lowest responsible bidders. When the service agreement is signed and returned with proof of insurance, the other bid security will be released. If the bidder is awarded the contract and fails to enter into a contract and to provide proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. (Blank form available under the 'Documents' tab). In addition to the bid deposit types included in this section, a bidder may have on file with the City Clerk an annual bid bond approved by the City Attorney.	I acknowledge and agree
16.1 BID BOND	Fill out the Bid Bond located in the documents tab in ProcureWare and upload it here:	Bid Bond.pdf
17. SUBCONTRACTORS	Fill out the Subcontractor List in the Documents tab and upload it here.	Subcontractor List.pd
18. SUPPLEMENTAL BIDDER RESPONSIBILITY	Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder.	I acknowledge and agree
18.1 SUPPLEMENTAL BIDDER RESPONSIBILITY	Please complete and upload "Supplemental Bidder Responsibility Criteria Form With Work Experience Form located in the documents tab in ProcureWare and upload it here	Supplimental Bidder Responsibility Criteria.pdf

	18.1.1 SUPPLEMENTAL BIDDER RESPONSIBILITY	If not uploaded above, after bid opening and prior to award, the apparent low bidder, or contacted bidders, shall complete, sign and submit this form with attached documentation within twenty four (24) hours of notification.	I acknowledge and agree
	19. ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	TRM Services OMWBE Renewal Exp 11.03.2026.pdf
	19.1 ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	TRM Services ACDBE Certificate #D2F0023557 Exp 12.19.2025.pdf
	19.2 ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
	19.3 ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
	19.4 ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
	19.5 ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
SECTION V. TERMS & CONDITIONS			
	1.	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception. The City will consider and determine if exception will be accepted.	I acknowledge and I agree
	2.	Describe exceptions to Terms & Describe exceptions to Terms & Describe amp;  Conditions if you marked "I do not acknowledge and I do not agree" above.	

	ELIGIBILITY FOR CITY CONTRACTS:	
	Section 18.09.050 of the Spokane Municipal	
	Code states that the recipient of a City	
2	contract, award or purchase order shall	I Contifu
3	certify that it is not knowingly or intentionally	I Certify
	a nuclear weapons producer. The Bidder	
	certifies that his/her firm is not a nuclear	
	weapons producer.	

# THIS PAGES MUST BE COMPLETED ENTIRELY AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM

#### **PRICING FORM**

**PROJECT: IPWQ 6376-25** 

Purchase and Mechanically Install of 25-ton Air Condition Unit (Excludes Electrical Work)

#### **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, tools, construction equipment, equipment, transportation, supplies, supervision, permits, organization, and other items of work and cost required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

and other items of work and cost required to complete the with the contract documents. The bidder proposes to do the		
BASE BID:	<b>\$</b> _	228,000.00
APPLICABLE SALES TAX ( 9.1% AS OF 4/1/2025)		20,748.00
TOTAL BASE PRICE:	\$_	248,748.00
ADDENDA. The undersigned acknowledges receipt of addenda number their requirements have been included in this bid proposal.		and agrees that
BID SECURITY.  A bid security in the amount of FIVE PERCENT (5%) of the is attached to this bid proposal. If the bidder is awarded the construction contract and/or furnish payment / performance within the required time period, the bid security shall be for	e co e bo	ntract and fails to enter into a nd(s) and proof of insurance

The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Name of Bidder:	TRM	SERVICES I	-MO	
		Cua	of Bidder's Authorized Representative	)
		Title	E- PRESIDENT	
		HIOS N Address	SPOKALENAUEY, WA	^ ST
		<u> 509 - 3</u> Phone	340-2448	

#### **BID BOND**

We,	TRM Se	ervices, Inc.	as Principal,				
and	as Surety,						
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal							
corporation, in t	corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the						
payment of which	payment of which we jointly and severally bind ourselves, and our legal representatives and						
successors.							
THE CO	NDITIONS OF THE OBLIG	ATION are that if the City of Spokane	shall make				
timely award to	the Principal for the						
Purchase and	Mechanically Install of 25-	ton Air Condition Unit (Excludes El	ectrical Work)				
specified time, the City, if req force and ef	enter into a contract with th uired, then this obligation sh fect; but in no event will the AND SEALED on <u>May 1</u>	by the Principal; and the Principal shall e City of Spokane and furnish bond(s) nall be null and void; otherwise it shall surety's liability exceed this bond's factorized for the surety s	acceptable to remain in full				
A valid POWER ATTORNEY mu accompany this	st	Merchants Bonding Company (Mutual AS SURETY  By: Market Change Ch	2				



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually. Jennifer Martinez Ibarra

Surety Bond #: Bid Bond Principal: TRM Services, Inc. Obligee: City of Spokane

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(les) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Altorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hortry hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation, it is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surely company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be stoned and sealed this 15th day of

May

, 2025

**MERCHANTS BONDING COMPANY (MUTUAL)** MERCHANTS NATIONAL BONDING, INC. d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

Notary Public

STATE OF IOWA COUNTY OF DALLAS 88.

On this 15th day of

On this 15th day of May, 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sw did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the , before me appeared Larry Taylor, to me personally known, who being by me duly sworn seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



**PENNI MILLER** Commission Number 787952 My Commission Expires January 20, 2027

> (Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seat of the Companies on this 15th day of

, 2025

Secretary

William Harrer Is.

POA 0018 (1/24)

#### **SUBCONTRACTOR LIST**

PROJECT NAME: Purchase and Mechanically Install of 25-ton Air Condition Unit (Excludes Electrical Work)

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST (use additional pages if necessary):

CONTRACTOR/SUPPLIER
TYPE OF WORK/BID ITEM
AMOUNT
CONTRACTOR'S REGISTRATION NO
CONTRACTOR/SUPPLIER
TYPE OF WORK/BID ITEM
AMOUNT
CONTRACTOR'S REGISTRATION NO.
CONTRACTOR/SUPPLIER
TYPE OF WORK/BID ITEM
AMOUNT
CONTRACTOR'S REGISTRATION NO.
CONTRACTOR/SUPPLIER
TYPE OF WORK/BID ITEM
AMOUNT
CONTRACTOR'S REGISTRATION NO
NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question 18.1, else provide within 24 hours after notification



# City of Spokane, Washington Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.

specifications or otherwise mutually agreed upon.	
Project Name: Purchase and Mechanically Install of	25-ton Air Condition Unit (Excludes Electrical Work)
	Project # <b>IPWQ 6376-25</b>
Part A: General Company Information	
Company Name TEM SERVICES THE	
Address 4108 A ENDYSTELAL PAR	2 4th ST SpOKANE VALLEY, WA
Contact Name and Title	CE-PLESIDENT 99216
Contact Phone 509-340-2448	Contact E-mail CRAIG O TRMSERYS, COM
Years in business as a Prime Contractor 15	Years in business as a sub-contractor 15
Years in business under present Name 🖇	
List any former company names under which the cor	mpany, its owners, and/or its principals has operated
in the past five (5) years	
Explain reason for name change(s) in the past five (5)	years

#### Part B: Work Experience

If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project.

List three (3) similar projects of similar type and complexity within the last five (5) years.

#### Part C: Performance Evaluation

Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?

□ Yes 😿 No

If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.

#### Part D: Record of Debarment / Disqualification

Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works

projects, including debarment by the federal, state or other municipal government during the last five (5) years? □ Yes X No If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action. Part E: Safety In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight? The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs. recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane WTEF. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years. □ Yes **⊠** No If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision. Part F: Environmental In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor? □ Yes ₩ No If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision. Part G. Utilization Requirements In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects? □ Yes x No If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure. Part H: Discrimination Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply

with discrimination laws in contracting, employment or provision of public services?

□ Yes

**X** No

Taranta di Santa di S
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involves, the name of the public agency, year of the investigation, the resolution in court or administrative process,
and the grounds for the findings.
Part I. Prevailing Wage
In the last five (5) years, has the bidder received prevailing wage violations as determined by the
applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage
compliance?
□ Yes 💢 No
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an
explanation of each violation and how it was resolved. The City shall evaluation these explanations and
the resolution of each violation to determine whether the violations demonstrate a pattern of failure to
pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.  Part J: Public Bidding Crime (Criminal Convictions)
Has the bidder been convicted of a crime involving bidding on a public works contract within the last five
(5) years?
□ Yes x No
If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s)
convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)
, and the second
Part K. Claims Against Retainage and Bonds
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public
works projects during the previous three (3) years?
□ Yes 🐧 No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or
payment bond for any completed public works projects and include for each project a written explanation
of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall
evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of
making timely and appropriate payments, unless there are extenuating circumstances acceptable to the
City in its sole discretion.
Part L. Termination for Cause
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
□ Yes 🎉 No
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government
agency terminating the contract and the circumstances involving the termination for cause. The City will
determine if there are extenuating circumstances acceptable to the City in its sole discretion.
g and a supplementation of the only in its soil distriction.
Part M: Litigation
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is
completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on
contracts in the previous five (5) years?
□ Yes 🐧 No

T.	
If "Yes", attach a list of lawsuits and/or arbitrations with judgments the bidder along with a written explanation of the circumstance arbitration. The City will evaluate the explanations to determine whe demonstrate a pattern of failing to meeting terms of conditions of concircumstances acceptable to the City in its sole discretion.	es surrounding each lawsuit and/or ether the lawsuits and/or arbitrations
Part N: Delinquent State Taxes	
Does the bidder owe delinquent taxes to the Washington State payment plan approved by the Department before the date of cont	
□ Yes 🌂 No	
If "Yes", attach a separate signed / dated statement describing the bidder is not on the Washington State Department of Revenue's "D	
Part O: Subcontractor Responsibility	
Does the bidder's standard subcontract form include the subconstant of the subconstant of the subcontract form require that have and document a similar procedure for sub-tier subcontractors	t uses to validate the responsibility of teach of the bidder's subcontractors
x Yes □ No	
If "Yes" or "No", provide a copy of its standard subcontract form an validate the responsibility of subcontractors.	d a copy of the procedures used to
Signature	
The undersigned certifies that the information and data contained he to disclose information or submitting false or misleading information revocation of award, contract termination, or may impact my firm the City of Spokane.	on may result in rejection of my bid,
Signature of Authorized Representative	Date
Crankely	5-19-2025
Printed Name of Authorized Representative	Title
CRAIG KELLY	VICE PRESIDENT

# Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

		PROJ	IECT DETAIL				
Bidder's Company Name		Bidder	rs Contact Nan	ne & Phone Nu	ımber		
TRM Services		Craig	Craig Kelly 509-340-2448				
Project Name East Valley School Walker Center HVA	Project Contract Number: 158451189.2						
Project Owner			Project Locat	ion			
East Valley School D		3808 N. Sullivan Rd. Spokane Valley, WA 99216					
Project Owner Contact Name & Title			Owner's Telephone Number				
Brian Talbott, Supe	rintendent		509-924-1	830			
Notice to Proceed Date	Final Completion	1	Awarded Contract Value Final Contract F				
6/1/2023		\$1,869,000.00 \$2,520,505.32					
Prime Contractor Name (If Not Bidder)how			Contractor Contact Name & Phone Number (If No				
TRM Services			Bidder) N/A				

#### **Brief Project Description**

The work included mechanical upgrades with ceiling modifications, site modifications & cutting and patching.

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications

Provision/ installation of 70 ton air handler, chiller, (QTY 2) 485K BTU/h boilers, DDC controls, water pumps, ductwork, hydronic piping, (QTY 34) VAV boxes.



#### STATE OF WASHINGTON

#### OFFICE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES

1110 Capitol Way South, Suite 150 · PO Box 41160 · Olympia, WA 98501 (360) 664-9750 · Toll free 1-866-208-1064 · Fax (360) 586-7079

January 8, 2025

TRM Services, Inc. DBA Temp-Rite Heating & Cooling, Inc. 4108 N. Industrial Park 4th St. Spokane Valley, WA 99216

Dear Nicole Kelly,

Congratulations! Your firm has been certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a/an Airport Concessionaire Disadvantaged Business Enterprise (ACDBE). Information about your business is published in the OMWBE Directory located at <a href="http://bit.ly/2uu4zH2">http://bit.ly/2uu4zH2</a>.

Certification Number: D2F0023557 Anniversary Date: December 19, 2025

Please review each of the following:

- Each year before your anniversary date, you must submit an "Affidavit of Continued Eligibility." This form confirms there have been no changes that would affect your firm's ability to remain certified, such as changes in ownership, control, size, management responsibility, scope of work, or personal net worth. OMWBE will send you an email 75 days before your anniversary date.
- You must inform the OMWBE in writing within 30 days of the any of the changes listed above logging into our system at <a href="http://omwbe.wa.gov/certification">http://omwbe.wa.gov/certification</a>. Failure to notify our office of these changes may affect your firm's eligibility for the program.
- This certification shall remain valid unless and until it has been removed in accordance with the procedures set forth in 49 CFR § 26.87.

Your firm now appears on our directory of certified firms. Please use the directory to confirm your certification status. The certification letter is for you to retain for your records so you know the date you'll need to renew with our office.

We are pleased to certify your firm and wish you much success. If you have any questions or need assistance, please contact us at (360) 664-9750.

Sincerely,

Joyce Blake Certification Analyst Your firm is certified in the following areas:

#### **Business Description:**

Commercial & industrial heating, ventilation, air conditioning, refrigeration, ductwork, boilers, controls service. HVAC installation and servicing.

#### North American Industry Classification System (NAICS) Codes:

NAICS 238220: AIR VENT INSTALLATION

NAICS 238220: AIR-CONDITIONING SYSTEM (EXCEPT WINDOW) INSTALLATION

NAICS 238220: BOILER, HEATING, INSTALLATION

NAICS 238220: DUCT WORK (E.G., COOLING, DUST COLLECTION, EXHAUST, HEATING,

VENTILATION) INSTALLATION

NAICS 238220: HEATING BOILER INSTALLATION

NAICS 238220: HEATING, VENTILATION AND AIR-CONDITIONING (HVAC) CONTRACTORS



#### STATE OF WASHINGTON

#### OFFICE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES

1110 Capitol Way South, Suite 150 · PO Box 41160 · Olympia, WA 98501 (360) 664-9750 · Toll free 1-866-208-1064 · Fax (360) 586-7079

January 9, 2024

TRM Services, Inc. DBA Temp-Rite Heating & Cooling, Inc. 4108 N. Industrial Park 4th St. Spokane Valley, WA 99216

Dear Nicole Kelly,

Congratulations! Your firm has been recertified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a/an Women Business Enterprise (WBE). Information about your business is published in the OMWBE Directory located at <a href="http://bit.ly/2uu4zH2">http://bit.ly/2uu4zH2</a>.

Certification Number: W2F0023557 Renewal Date: November 3, 2026

#### Please review each of the following:

- Every three years before your anniversary date, you must submit an "Affidavit of Continued Eligibility." This form confirms there have been no changes that would affect your firm's ability to remain certified, such as changes in ownership, control, size, management responsibility, scope of work, or personal net worth. OMWBE will send you an email 75 days before your anniversary date.
- You must inform the OMWBE in writing within 30 days of the any of the changes listed above by logging into our system at <a href="http://omwbe.wa.gov/certification">http://omwbe.wa.gov/certification</a>. Failure to notify our office of these changes may affect your firm's eligibility for the program.
- This certification shall remain valid unless and until it has been removed in accordance with procedures set forth in WAC 326-20-172.

We are pleased to certify your firm and wish you much success. If you have any questions or need assistance, please contact us at (360) 664-9750.

Sincerely,

Norma Rodriguez Certification Analyst

# Washington State Department of Revenue



#### **<** Business Lookup

### **License Information:**

New search Back to results

**Entity name:** TRM SERVICES, INC.

**Business name:** TRM SERVICES, INC

**Entity type:** Profit Corporation

**UBI #:** 602-995-393

Business ID: 001

**Location ID:** 0001

**Location:** Active

**Location address:** 4108 N INDUSTRIAL PARK 4TH ST

SPOKANE VALLEY WA 99216-6005

Mailing address: 4108 N INDUSTRIAL PARK 4TH ST

SPOKANE VALLEY WA 99216-6005



**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
Puyallup General Business - Non-Resident	Active	Oct-31-2025 Oct-03-2024
Spokane General Business T13085615BL - Non-Resident	Active	Feb-28-2026 Oct-15-2012
Spokane Valley General Business	Active	Feb-28-2026 Mar-12-2010

# Owners and officers on file with the Department of Revenue

Owners and officers	Title
KELLY, CRAIG	
KELLY, NICOLE	

# **Registered Trade Names**



Registered trade names	Status	First issued
TEMP-RITE ELECTRICAL	Active	Jan-09-2017
TEMP-RITE MECHANICAL	Active	Oct-06-2014
TEMP-RITE MECHANICAL & ELECTRICAL	Active	Jan-10-2017
TRM CONSTRUCTION	Active	Jan-10-2017
TRM FABRICATION	Active	Aug-07-2020
TRM HEATING & COOLING	Active	Jul-30-2020

The Business Lookup information is updated nightly. Search date and time: 5/16/2025 12:39:12 PM

**Contact us** 



#### Take our survey!

Don't see what you expected?

**Check if your browser is supported** 





PCROWLEY

# ACORD°

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/5/2025

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).

	nis certificate does not confer rights to				ıch enc	lorsement(s).		require an endorsemen	II. AS	tatement on
	DUCER					<sup>ст</sup> Jay Pollr		FAX		
Spo	okane Office sh McLennan Agency LLC				(A/C, No	o, Ext): (509) 3	63-4025	(A/C, No):		
501	sh McLennan Agency LLC N. Riverpoint Blvd., Ste 403 okane, WA 99202				ADDRE	<sub>ss:</sub> Jay.Pollr	nan@Mars	hMMA.com		
Spc	oralle, WA 99202						•	RDING COVERAGE		NAIC #
								Assurance Company		24465
INSU	JRED				INSURE	R в : Western	National M	Iutual Insurance Comp	any	15377
	TRM Services Inc		_			RC:				
	4108 N. Industrial Park 4th S Spokane Valley, WA 99216	št			INSURE	R D :				
	opokane valley, WA 33210				INSURE	RE:				
					INSURE	RF:				
				E NUMBER:				REVISION NUMBER:		
IN C	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUI PER	IREMI TAIN,	ENT, TERM OR CONDITIO THE INSURANCE AFFOR	N OF A	NY CONTRAC	CT OR OTHER ES DESCRIB	R DOCUMENT WITH RESP BED HEREIN IS SUBJECT	ECT TO	WHICH THIS
INSR	TYPE OF INCUPANCE		SUBR		DELIVI	POLICY EFF	POLICY EXP		TS.	
A A	X COMMERCIAL GENERAL LIABILITY	INSD	WVD	TOLIST NOMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	EACH OCCURRENCE	\ s	1,000,000
	CLAIMS-MADE X OCCUR	x	Х	CPP 1280489 03		2/1/2025	2/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
		^	^					MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	s	2,000,000
	POLICY X PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:							WA STOP GAP	s	1,000,000
Α	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO	X	X	CPP 1279588 03		2/1/2025	2/1/2026	BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
В	X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	UMB 1047382 03		2/1/2025	2/1/2026	AGGREGATE	\$	5,000,000
	DED X RETENTION \$ 10,000								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDENT	\$	
								E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC All projects	LES (	ACORI	0 101, Additional Remarks Schedu	ıle, may b	e attached if more	e space is requir	red)		
City	of Spokane is additional insured as per lies per attached forms. 30 Day Notice o				imary a	nd non-contri	butory. Waiv	ver of subrogation and pe	er proje	ct aggregate
CE	RTIFICATE HOLDER				CANO	CELLATION				
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.					
					10	rized represei mela J.		y		

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – CONTRACTORS – OPERATIONS AND COMPLETED OPERATIONS – WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### 1. Additional Insured - Operations

- A. Section II Who Is An Insured is amended to include as an additional insured:
  - (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
  - (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

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

- a. Your acts or omissions; or
- **b.** The acts or omissions of those acting on your behalf;

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

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

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

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

#### 2. Additional Insured - Completed Operations

- A. Section II Who Is An Insured is amended to include as an additional insured:
  - (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
  - (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

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

- a. Your acts or omissions; or
- **b.** The acts or omissions of those acting on your behalf;

and included in the "products-completed operations hazard".

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- B. With respect to Additional Insured Completed Operations, coverage is limited as follows:
  - (1) A person or organization's status as an insured under Additional Insured Completed Operations continues only for the period of time required by any written contract or agreement.
  - (2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

#### 3. Primary and Noncontributory

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

#### **Primary And Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- Other Provisions Applicable to Additional Insured Operations and Additional Insured Completed Operations
  - **A.** The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.
  - B. The coverage provided under Paragraph f. of the definition of "insured contract" under Section V – Definitions does not apply to an additional insured under this endorsement unless required by a written contract or agreement.
  - C. The insurance afforded to such additional insured only applies to the extent permitted by law; and

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

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

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

- (1) The minimum amount required by the contract or agreement; or
- (2) The Limits of Insurance shown in the Declarations:

whichever is less.

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

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

This insurance does not apply to:

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

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

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

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#### COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

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

SUMMARY OF COVERAGES	PAGE
Bodily Injury And Property Damage Liability  Non Owned Watercraft Up To 50 Feet	2
Property Damage Liability	
Elevators	
Fire, Lightning, Explosion Or Sprinkler Leakage Exception	3
Borrowed Equipment (\$25,000 Per Occurrence, \$50,000 Aggregate, \$2,500 Deductible Per Occurrence	3
Supplementary Payments – Amended	
Bail Bonds Up To \$5,000	
Loss of Earnings Up To \$500/Day	3
Who Is An Insured Amendments	
Employee Bodily Injury To A Co-Employee	
Newly Formed Or Acquired Organizations For Up To 180 Days	
Blanket Additional Insured – Vendors – As Required By Contract	
Blanket Additional Insured – Lessor Of Leased Equipment	
Blanket Additional Insured – Managers Or Lessors Of Premises	6
<ul> <li>Blanket Additional Insured – State Or Governmental Agency Or Subdivisions</li> <li>Or Political Subdivision – Permits Or Authorizations</li> </ul>	7
	/
<ul> <li>Blanket Additional Insured – State Or Governmental Agency Or Subdivision         Or Political Subdivision – Permits Or Authorizations Relating To Premises</li></ul>	8
Damage To Premises Rented To You - \$300,000	9
Medical Payments Increased Limit - \$10,000 Or Amount Shown on Declarations	9
Conditions	
Knowledge of Occurrence, Offense, Claim Or Suit Amended	9
Unintentional Failure To Disclose Hazards	9
Waiver of Subrogation	10
Insured Contract Amended	10
Personal And Advertising Injury Redefined	
Televised, Videotaped Or Electronic Publication	10

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

#### **SECTION I – COVERAGES AMENDMENTS**

#### COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### A. Non Owned Aircraft Or Watercraft

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

#### g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 50 feet long; and
  - **(b)** Not being used to carry persons or property for a charge;

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

- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph f. (2) or f. (3) of the definition of "mobile equipment".

#### **B.** Damage To Property Coverage Extensions

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

#### j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for "property damage" under this provision:

- (1) \$25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

#### C. Damage To Premises Rented To You

Item **2. Exclusions**, the last paragraph is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE.** 

#### COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

#### D. Personal And Advertising Injury

Item 2. Exclusions is amended by replacing Sub-paragraphs b. and c. with the following:

#### b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

#### E. Supplementary Payments - Coverages A and B

Item 1. is amended by replacing Subparagraphs b. and d. with the following:

- **b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

#### **SECTION II – WHO IS AN INSURED AMENDMENTS**

#### A. Employee Bodily Injury To A Co-Employee

Paragraph 2. a. (1) is replaced by the following:

However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of the co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for "bodily injury" or "personal and advertising injury" to any co-"employee" or other "volunteer worker" arising out of and in the course of the co-"employee's" or "volunteer worker's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-"employee" or other "volunteer worker", is brought against you or a co-"employee" or a "volunteer worker", we will reimburse the reasonable costs that you incur in providing a defense to the co-"employee" or "volunteer worker" against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

#### **B.** Newly Acquired Organizations

Paragraph 3. a. is replaced by the following:

**a.** Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;

The following are added:

However,

#### C. Blanket Additional Insured - Vendors - As Required By Contract

- 1. Section II Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
  - a. The insurance afforded to such vendor only applies to the extent permitted by law; and
  - **b.** If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
  - **a.** The insurance afforded the vendor does not apply to:
    - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (2) Any express warranty unauthorized by you;
    - (3) Any physical or chemical change in the product made intentionally by the vendor;
    - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container:
    - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - **(6)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
    - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
    - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
      - (i) The exceptions contained in Subparagraphs (4) or (6); or
      - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 3. This Provision C. does not apply:
  - **a.** To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
  - b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
  - **c.** When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.
- 4. With respect to the insurance afforded to these vendors, the following is added to Section III Limits Of Insurance:

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

- **a.** The minimum amount required by the contract or agreement; or
- **b.** The Limits of Insurance shown in the Declarations;

whichever is less.

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

- **5.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies: This insurance does not apply to:
  - **a.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (2) Supervisory, inspection, architectural or engineering activities.

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

#### D. Blanket Additional Insured – Lessor Of Leased Equipment

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your negligent acts or omissions in the maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- **b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- c. Does not apply to any "occurrence" which takes place after the equipment lease expires;

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- **2.** With respect to the insurance afforded to the Lessor, the following additional exclusions apply: "Bodily injury" or "property damage" arising out of:
  - (1) The assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Lessor would have in the absence of the contract or agreement;
  - (2) Any express warranty made by the Lessor;
  - (3) The demonstration, installation, servicing, inspections, adjustments, tests, repair, or maintenance operations by or for the Lessor;
  - (4) The negligence or strict liability of the Lessor for its own acts or or omissions or those of its employees or anyone else acting on its behalf; or
  - (5) Any failure on the part of the Lessor to provide information, instructions and/or warnings with respect to the maintenance, use or operation of the equipment.
- 3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III Limits Of Insurance**:

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

- a. The minimum amount required by the contract or agreement; or
- **b.** The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

- **a.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

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

#### E. Blanket Additional Insured – Managers Or Lessors Of Premises

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- **a.** Any "occurrence" which takes place after you cease to be a tenant in that premises.
- **b.** Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

#### However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- **b.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- 2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III Limits**Of Insurance:

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

- a. The minimum amount required by the contract or agreement; or
- **b.** The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

- **a.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

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

# F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

**Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

**1.** This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- **b.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- 2. This insurance does not apply to:
  - **a.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - **b.** "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- 3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III Limits**Of Insurance:

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

- a. The minimum amount required by the contract or agreement; or
- **b.** The Limits of Insurance shown in the Declarations;

whichever is less.

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

- **4.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies: This insurance does not apply to:
  - **a.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (2) Supervisory, inspection, architectural or engineering activities.

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

# G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

**Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

- 1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
  - **a.** The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
  - **b.** The construction, erection or removal of elevators; or
  - **c.** The ownership, maintenance or use of any elevators covered by this insurance.

However.

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- **b.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- 2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III Limits**Of Insurance:

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

- a. The minimum amount required by the contract or agreement; or
- **b.** The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

- **a.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

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

#### **SECTION III - LIMITS OF INSURANCE AMENDMENTS**

#### A. Damage To Premises Rented To You

Paragraph **6.** is replaced by the following:

- **6.** Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:
  - **a.** \$300,000; or
  - b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

#### **B.** Medical Expense Limit

Paragraph **7.** is replaced with the following:

- 7. Subject to Paragraph 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the greater of:
  - **a.** \$10,000; or
  - **b.** The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

#### SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

#### A. Knowledge Of Occurrence

Item 2. Duties In The Event Of Occurrence, Offense, Claim or Suit is amended by adding the following:

- **e.** You must give us or our authorized representative prompt notice of an "occurrence", claim or loss only when the "occurrence", claim or loss is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) An executive officer or insurance manager, if you are a corporation; or
  - (4) A member or manager, if you are a limited liability company.

#### B. Other Insurance

Item 4. Other Insurance, b. Excess Insurance (1) (a) (ii) is replaced by the following:

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

#### C. Unintentional Failure To Disclose Hazards

Item **6. Representations** is replaced by the following:

#### 6. Representations And Unintentional Failure To Disclose Hazards

- a. By accepting this policy, you agree:
  - (1) The statements in the Declarations are accurate and complete;
  - (2) Those statements are based upon representations you made to us; and
  - (3) We have issued this policy in reliance upon your representations.
- **b.** If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### D. Waiver of Subrogation

Item 8. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

#### SECTION V - DEFINITIONS AMENDMENTS

#### A. Insured Contract Amended

Paragraph **9. a.** is replaced by the following:

**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

#### B. Personal And Advertising Injury Redefined

Paragraph **14. d.** and **e**. are replaced by the following:

- **d.** Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service;
- e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

#### **Designated Construction Project(s):**

PER WRITTEN CONTRACT OR AGREEMENT WHERE YOU AGREED TO PROVIDE A SEPERATE GENERAL AGGREGATE LIMIT FOR EACH PROJECT

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - **c.** Persons or organizations making claims or bringing "suits".

- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction proiect.
- **E.** The provisions of Section **III** Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# STOP GAP – EMPLOYERS LIABILITY COVERAGE ENDORSEMENT – WASHINGTON

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### **SCHEDULE**

\$ 1,000,000	Each Accident
\$ 1,000,000	Aggregate Limit
\$ 1,000,000	Each Employee
\$	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000

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

A. The following is added to Section I - Coverages:

# COVERAGE - STOP GAP - EMPLOYERS LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated by Washington Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:
  - The amount we will pay for damages is limited as described in Section III Limits Of Insurance; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:
  - (1) The:
    - (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
    - (b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
    - (c) "Employee", at the time of the injury, was covered under a worker's compensation policy and subject to a "workers compensation law" of Washington; and

#### (2) The:

- (a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or
- (b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

- c. The damages we will pay, where recovery is permitted by law, include damages:
  - (1) For:
    - (a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";
    - (b) Care and loss of services; and
    - (c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and

(2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

#### 2. Exclusions

This insurance does not apply to:

#### a. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.

#### b. Fines Or Penalties

Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

#### c. Statutory Obligations

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### d. Contractual Liability

Liability assumed by you under any contract or agreement.

#### e. Violation Of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

#### f. Termination, Coercion Or Discrimination

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

# g. Failure To Comply With "Workers Compensation Law"

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

- Deprived of common law defenses; or
- (2) Otherwise subject to penalty;

because of your failure to secure your obligations or other failure to comply with any "workers compensation law".

# h. Violation Of Age Laws Or Employment Of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

- (1) Knowingly employed by you in violation of any law as to age; or
- (2) Under the age of 14 years, regardless of any such law.

#### i. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

- (1) The Federal Employer's Liability Act (45 USC Section 51-60);
- (2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);
- (3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);
- (4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);
- (5) The Defense Base Act (42 USC Sections 1651-1654);

- (6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942):
- (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- (8) Any other workers compensation, unemployment compensation or disability laws or any similar law; or
- (9) Any subsequent amendments to the laws listed above.

#### j. Punitive Damages

Multiple, exemplary or punitive damages.

#### k. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

- **B.** The **Supplementary Payments** provisions apply to Coverage Stop Gap Employers Liability as well as to Coverages **A** and **B**.
- C. For the purposes of this endorsement, Section II - Who Is An Insured, is replaced by the following:

If you are designated in the Declarations as:

- 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.
- 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.
- A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- 4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

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

- D. For the purposes of this endorsement, Section III - Limits Of Insurance, is replaced by the following:
  - The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - **c.** Persons or organizations making claims or bringing "suits".
  - 2. The "Bodily Injury By Accident" Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.
  - 3. The "Bodily Injury By Disease" Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".
  - 4. Subject to Paragraph D.3. of this endorsement, the "Bodily Injury By Disease" Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

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

E. For the purposes of this endorsement, Condition 2. - Duties In The Event Of Occurrence, Claim Or Suit of the Conditions Section IV is deleted and replaced by the following:

#### 2. Duties In The Event Of Injury, Claim Or Suit

- a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:
  - How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury.
- **b.** If a claim is made or "suit" is brought against any insured, you must:
  - Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and
  - (5) Do nothing after an injury occurs that would interfere with our right to recover from others.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- **F.** For the purposes of this endorsement, Paragraph **4.** of the **Definitions** Section is replaced by the following:

- 4. "Coverage territory" means:
  - The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
  - c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in a. above, but who is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in the United States (including its territories and possessions), Puerto Rico, or Canada, in a suit on the merits according to the substantive law in such territory, or in a settlement we agree to.

- G. The following are added to the **Definitions** Section:
  - "Workers Compensation Law" means the Workers Compensation Law and any Occupational Disease Law of Washington. This does not include provisions of any law providing non-occupational disability benefits.
  - "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".
  - "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.
- **H.** For the purposes of this endorsement, the definition of "bodily injury" does not apply.

#### **BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT**

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

SUMMARY OF COVERAGES				
Accidental Airbag Deployment Coverage				
Audio, Visual and Data Electronic Equipment – Limit Amended				
Auto Loan/Lease Gap Coverage				
Blanket Additional Insured				
Blanket Waiver of Subrogation				
Broadened Definition of Insured includes:  Newly Acquired Organizations for up to 180 Days Employees as Insureds Subsidiaries in Which You Own 50% or More	2 2 2			
Deductible Waiver for Glass Repair	4			
Employee Hired Auto	6			
Fellow Employee Coverage				
Hired Auto Physical Damage Coverage				
Knowledge of Accident, Claim, Suit or Loss				
Loss Of Use Expenses - Amended				
Personal Effects				
Primary and Noncontributory If Required by a Written Contract or Written Agreement				
Rental Reimbursement Coverage				
Supplementary Payments - Amended:  • Bail Bonds up to \$5,000  • Loss of Earnings up to \$500/Day	3 3			
Temporary Substitute Vehicle Physical Damage				
Towing	3			
Transportation Expense Limits – Amended				
Unintentional Failure to Disclose Hazards				

# BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

# **BUSINESS AUTO COVERAGE FORM**

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

# SECTION I - COVERED AUTOS COVERAGE AMENDMENTS

A. Temporary Substitute Vehicle Physical Damage SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos is amended by adding the following:

If a covered "auto" you own is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss". or
- e. Destruction:

the Physical Damage Coverages provided by the Business Auto Coverage Form for that disabled covered "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" that is out of service.

# SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

#### A. Who Is An Insured

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended to add:

**d.** Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, "insured" does not include any subsidiary of yours that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion on such policy's limits of insurance.

- **e.** Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:
  - (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
  - (2) does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization;
  - (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
  - (4) does not apply to an "insured" under any other automobile liability policy or would be an "insured" under such a policy but for termination of such policy or the exhaustion of such policy's limits of insurance.
- **f.** Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.
- **g.** Any "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in the "employee's" name, with your permission, while performing duties related to the conduct of your business.

#### B. Blanket Additional Insured

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

# C. Liability Coverage Extensions – Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs (2) and (4) with the following:

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

#### D. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee, the following is added:

# Co-Employee Lawsuit Defense Cost Reimbursement

If a suit seeking damages for "bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow "employee", is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

# SECTION III - PHYSICAL DAMAGE COVERAGE AMENDMENTS

# A. Towing

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing,** is amended by adding the following:

# 2. Towing

We will pay up to \$250 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. This \$250 limit is reduced by any applicable towing limit shown in the declarations.

Regardless of the number of disablements, the maximum amount we will pay under this endorsement for all towing and labor costs combined during any one year is \$2,500.

# B. Transportation Expense – Limits Amended SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1,000 maximum.

# C. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

#### D. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

# c. Personal Effects

We will pay up to \$500 for "loss" to personal effects, which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage

#### E. Glass Repair - Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

#### F. Hired Auto Physical Damage

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage** is amended by adding the following:

# 5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of like kind and use, subject to the following:

- **a.** The most we will pay for any one "loss" is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible:
- b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to "loss" caused by fire or lightening;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance;
- **d.** Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

#### G. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage, is amended by adding the following:

#### 6. Rental Reimbursement

This coverage applies only to a covered "auto" of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto." No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or
  - (2) 30 days.
- **c.** Our payment is limited to the lesser of the following amounts:
  - (1) Necessary and actual expenses incurred, or
  - (2) \$50 per day, up to a maximum of \$1,000.

- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

# H. Accidental Airbag Deployment Coverage SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

### 7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

# I. Auto Loan/Lease Gap Coverage SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

### 8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- **a.** The amount paid under the Physical Damage Coverage Section on the policy; and
- **b.** Any:
  - (1) Overdue lease/loan payments at the time of the "loss":

- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Security deposits not returned by the lessor:
- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease: and
- **(5)** Carry-over balances from previous loans or leases.
- J. Audio, Visual and Data Electronic Equipment –
  Limit Amended

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b.** is amended by replacing the \$1,000 limit with a \$2,500 limit.

# SECTION IV - BUSINESS AUTO CONDITIONS AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- **(3)** An executive officer or insurance manager, if you are a corporation; or
- **(4)** A member or manager, if you are a limited liability company.

But this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

#### B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

# D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph b. is deleted and replace by the following:

- **b.** For Hired Auto Physical Damage Coverage, the following are deemed to be a covered "auto" you own:
  - (1) Any covered "auto" you lease, hire, rent or borrow.
  - (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- E. Primary and Noncontributory If Required By Written Contract or Written Agreement
  - SECTION IV BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c., the following is added and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- (1) Such "insured" is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

# WHO IS AN INSURED AMENDED

This endorsement modifies insurance provided under the following:

#### COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

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

- **3.** Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.
  - Subject to **Section III Limits Of Insurance**, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:
- **a.** The minimum amount of insurance required by the contract or agreement, less any amounts payable by any "underlying insurance; or
- **b.** The amount of insurance available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

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# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

#### **SCHEDULE**

# Name Of Person Or Organization:

AS REQUIRED BY WRITTEN OR WRITTEN AGREEMENT

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

The Transfer Of Rights Of Recovery Against Others To Us Condition under Section IV - Conditions is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

# PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to **Section IV – Conditions – 5. Other Insurance** and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) The order of payment specified by this endorsement only applies to the extent permitted by law.

The following is added to:

#### **SECTION II – LIMITS OF INSURANCE**

For the purposes of this endorsement only, we will not pay more on behalf of the additional insured and the lesser of:

- 1. The minimum limits of insurance required in a written contract on a primary and non-contributory basis for such additional insured, but only to the extent the required Limits of Insurance are in excess of the "underlying insurance," or
- 2. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the limit of insurance stated in the Declarations.

Coverage will not be broader than the coverage provided by the underlying insurance listed in the "Schedule of Underlying Coverages."

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POLICY NUMBER: UMB 1047382 03 WN CU 116 04 18

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED PROJECT(S) – AGGREGATE LIMIT

This endorsement modified insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

#### **SCHEDULE**

DESIGNATED PROJECT(S)	
AS REQUIRED BY WRITTEN CONTRACT	

- A. The Designated Project Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" in excess of the "retained limit" under COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LI-ABILITY, which can be attributed solely to ongoing operations at a single designated "project" shown in the Schedule above, regardless of the number of:
  - 1. Insureds;
  - 2. Claims made or "suits" brought; or
  - **3.** Persons or organizations making claims or bringing "suits".
- **B.** A separate Designated Project Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the Aggregate Limit shown in the Declarations.
- C. The Designated Project Aggregate Limit does not apply to "ultimate net loss" arising out of "bodily injury" or "property damage" included in the "productscompleted operations hazard" or arising out of the ownership, maintenance or use of a "covered auto."

- D. Any payments made under Paragraph A. of this endorsement shall reduce the Designated Project Aggregate Limit for that designated "project". Such payments shall not reduce the Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project Aggregate Limit for any other designated "project" shown in the Schedule above.
- E. The Each Occurrence limit shown in the Declarations is the most we will pay for "ultimate net loss" in excess of the "retained limit" under Coverage A because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- **F.** For all "ultimate net loss" under **COVERAGE A.**, which cannot be attributed solely to ongoing operations at a single designated "project" shown in the Schedule above:
  - Any payments made for "ultimate net loss" under COVERAGE A. shall reduce the amount available under the Aggregate Limit; and
  - **2.** Such payments shall not reduce any Designated Project Aggregate Limit.

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- **G.** The "Maximum Annual Aggregate Limit" is the most we will pay for the sum of all "ultimate net loss" under one or more Designated Project Aggregate Limits and Aggregate Limit.
- H. For the purposes of this endorsement, SECTION V DEFINITIONS is amended by the addition of the following definitions:
  - "Maximum Annual Aggregate Limit" means an amount equal to two times the Aggregate Limit shown in the policy declarations.
- "Project" means an area at which you are performing operations pursuant to a contract or agreement, other than any premises, site or location which is or was at any time owned or occupied or managed by, or rented or loaned to you.
- The provisions of SECTION III LIMITS OF IN-SURANCE not otherwise modified by this endorsement shall continue to apply.

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# **EVANSTON INSURANCE COMPANY**

# ADVANTAGE CONTRACTOR'S POLLUTION LIABILITY PLUS COVERAGE FORM

VARIOUS PROVISIONS IN THIS POLICY MAY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE THE INSURED'S RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

THE PROFESSIONAL LIABILITY INSURING AGREEMENT, PROFESSIONAL LIABILITY RECTIFICATION EXPENSE INSURING AGREEMENT, AND DISCIPLINARY PROCEEDING LEGAL EXPENSE REIMBURSEMENT COVERAGE EXTENSION PROVIDE CLAIMS-MADE AND REPORTED COVERAGE AND REQUIRE THAT A CLAIM BE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD WE PROVIDE UNDER SECTION V - EXTENDED REPORTING PERIOD.

AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS WILL BE APPLIED AGAINST THE APPLICABLE SELF-INSURED RETENTION. ANY AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS IN EXCESS OF THE DEFENSE EXPENSES AGGREGATE LIMIT SHOWN IN THE DECLARATIONS WILL REDUCE THE LIMIT OF INSURANCE AVAILABLE.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The word "insured" means any person or organization qualifying as such under Section III - Who Is An Insured. The words "we", "us", and "our" refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section VII - Definitions.

#### **SECTION I - COVERAGES**

#### A. Insuring Agreements

Although various Insuring Agreements may be referenced in this policy, an Insuring Agreement is included within this policy only if that Insuring Agreement is designated as purchased by an "X" in the Declarations.

1. The following Insuring Agreements apply only if the "pollution condition" that causes a "pollution loss" takes place in the "coverage territory". The amount we will pay is limited as described in Section IV - Limits Of Insurance And Self-Insured Retention.

#### a. Contractor's Pollution Liability (Including Mold And Legionella)

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" caused by a "pollution condition" to which this insurance applies, provided:

- (1) The "pollution condition" arises out of "your work"; and
- (2) The "bodily injury" or "property damage" occurs, or "cleanup costs" are incurred, during the policy period.

With respect to "bodily injury", "property damage", or "cleanup costs" caused by legionella, there must be a direct relation to a documented case of a legionella outbreak for coverage to apply.

# b. Transportation Pollution Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a "transportation pollution condition" to which this insurance applies, provided:

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- (1) The "transportation pollution condition" arises out of "transported cargo" that is transported, delivered, or shipped by you in a "covered conveyance" or by a "carrier" on your behalf; and
- (2) The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

This coverage shall not be utilized to evidence financial responsibility of any insured under any federal, state, provincial, or local law.

#### c. Non-Owned Disposal Site Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a "pollution condition" at, on, or under a "non-owned disposal site"; provided:

- (1) Such "pollution condition" originates at a "non-owned disposal site";
- (2) The "pollution condition" arises from waste or material generated by "your work"; and
- (3) The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

### d. Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a sudden and accidental "pollution condition":

- (1) At, on, or under a Designated Location shown in the Declarations; or
- **(2)** Originating at and migrating from a Designated Location shown in the Declarations; provided:
  - (a) The "pollution condition" is the result of an unforeseen, unplanned, or unexpected event or circumstance;
  - **(b)** The "pollution condition" commences during the policy period;
  - (c) The "pollution condition" is first discovered by any insured no later than 7 days after it commences;
  - (d) The insured reports the commencement of the "pollution condition" to us in writing no later than 21 days following its discovery by any insured; and
  - (e) The "claim" is first made during the policy period.

# e. Crisis Management And Emergency Response Costs

We will indemnify you for:

- (1) "Crisis management costs" you incur as a direct result of a "crisis management event", provided that the "crisis management event":
  - (a) Arises directly from a "pollution condition" that has resulted or is reasonably likely to result in a "pollution loss" covered under this policy;
  - (b) Commences during the policy period; and
  - (c) First becomes known to any "responsible insured" during the policy period and is reported to us in writing as soon as practicable, but in any event during the policy period or within 30 days after the end of the policy period.

We will pay those "crisis management costs" you incur even if coverage hereunder is still to be confirmed by us, but we will stop paying such "crisis management costs" as soon as it becomes evident, to either you or us, that this insurance does not apply. "Crisis management costs" are not subject to the Self-Insured Retention.

(2) "Emergency response costs" you incur in excess of the Pollution Liability Self-Insured Retention shown in the Declarations as a direct result of a "pollution condition" that occurs in the "coverage territory" and has resulted in a "pollution loss" covered under this policy.

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2. The following Insuring Agreements apply only if the "wrongful act" takes place in the "coverage territory". The amount we will pay is limited as described in Section IV - Limits Of Insurance And Self-Insured Retention.

### a. Professional Liability

- (1) We will pay on behalf of the insured those sums in excess of the Professional Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "professional loss".
- (2) This insurance applies to "professional loss" only if:
  - (a) The "wrongful act" takes place on or after the Professional Liability Retroactive Date, if any, shown in the Declarations and before the end of the policy period; and
  - **(b)** A "claim" is first made against any insured during the policy period and reported to us during the policy period or the Extended Reporting Period, if applicable.

# b. Professional Liability Rectification Expense

Upon the Named Insured's submission to us of satisfactory written proof of payment, we will reimburse the Named Insured for "rectification expense" incurred in excess of the Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations with respect to any action to rectify or mitigate an actual, negligent act, error, or omission that would otherwise lead to a "claim" covered under this policy, provided that:

- (1) The act, error, or omission giving rise to the "rectification expense" happens on or after the Professional Liability Rectification Expense Retroactive Date shown in the Declarations;
- (2) The insured must provide us notice of the act, error, or omission and any proposed corrective action in writing as soon as practicable but in any event during the policy period or the Extended Reporting Period, if applicable; and
- (3) All "rectification expenses" must be approved by us prior to being incurred by the insured.

If we and the insured do not agree that the insured's proposed rectification action is reasonable, we and the insured may agree to submit such dispute to any form of alternative dispute resolution acceptable to both parties. Should we and the insured be unable to agree on the form of alternative dispute resolution, then such dispute will be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction.

#### B. Claims And Defense

1. Solely with respect to Insuring Agreements A.1.a. Contractors Pollution Liability (Including Mold And Legionella), A.1.b. Transportation Pollution Liability, and A.1.C. Non-owned Disposal Site Liability under Section I - Coverages, coverage applies only if, prior to the policy period, no "responsible insured" knew that the "bodily injury", "property damage", or "cleanup costs" had occurred, in whole or in part. If any "responsible insured" knew, prior to the policy period, that the "bodily injury", "property damage", or "cleanup costs" occurred, then any continuation, change, or resumption of such "bodily injury", "property damage", or "cleanup costs" during or after the policy period will be deemed to have been known prior to the policy period.

"Bodily injury", "property damage", or "cleanup costs" which occur during the policy period and were not, prior to the policy period, known to have occurred by any "responsible insured", includes any continuation, change, or resumption of the "bodily injury", "property damage", or "cleanup costs" after the end of the policy period.

"Bodily injury", "property damage", or "cleanup costs" will be deemed to have been known to have occurred at the earliest time when any "responsible insured":

- **a.** Reports all or any part of the "bodily injury", "property damage", or "cleanup costs" to us or any other insurer;
- **b.** Receives a written or verbal demand or "claim" for "loss" because of the "bodily injury", "property damage", or "cleanup costs"; or
- **c.** Becomes aware by any other means that the "bodily injury", "property damage", or "cleanup costs" have occurred or have begun to occur.

"Loss" because of "bodily injury" includes damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury".

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2. Solely with respect to the Insuring Agreement 2.a. Professional Liability, a "claim" by a person or organization seeking "loss" directly arising out of a "wrongful act" will be deemed to have been made at the earlier of when notice of such "claim" is received by any insured or by us.

All "claims" for "loss" arising out of the same, related, or continuous "wrongful act" will be considered a single "claim", and will be deemed to have been made and reported at the time the first of those "claims" is made against any insured.

Any reported "wrongful act" that subsequently becomes a "claim" made against the insured and reported to us in writing will be deemed to have been first made on the date that the written notice of the "wrongful act" was first reported to us and will be subject to all of the terms and conditions of this policy.

#### 3. We will:

- a. Have the right to investigate any "claim"; and
- b. Have the right and duty to defend the insured against any "suit";

for "loss" to which this insurance applies.

However, we will have no duty to defend the insured against any "claim" seeking "loss" to which this insurance does not apply. We may, at our discretion, investigate any "pollution condition" or "wrongful act" and settle any "claim" that may result. But:

- (1) The amount we will pay for "loss" is limited as described in Section IV Limits Of Insurance And Self-Insured Retention; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, or supplementary payments.

# C. Supplementary Payments

### 1. Loss Of Earnings And Expense Reimbursement

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

- **a.** All expenses we incur.
- **b.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to \$5,000 a day because of time off from work.
- **c.** All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- **d.** Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
- **e.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Amounts paid under this Loss Of Earnings And Expense Reimbursement Supplementary Payment will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid under this Supplementary Payment will reduce the applicable Limits Of Insurance shown in the Declarations.

### 2. Suit Against Indemnitee

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- **a.** The "suit" against the indemnitee seeks "loss" for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- **b.** This insurance applies to such liability assumed by the insured;
- **c.** The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by the insured in the same "insured contract";

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- **d.** The allegations in the "suit" and the information we know about the "pollution condition" or "wrongful act" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- **e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- **f.** The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement, or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

As long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us, and necessary litigation expenses incurred by the indemnitee at our request will be paid as supplementary payments.

We may, at our option, appoint one counsel to defend all of the insureds and indemnitees of the insureds who are or may be involved with respect to such "suit".

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as supplementary payments ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, or supplementary payments, or the conditions or the terms of the agreement set forth above are no longer met.

Amounts paid under this Suit Against Indemnity Supplementary Payment will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid under this Supplementary Payment will reduce the Limits Of Insurance shown in the Declarations.

#### 3. Pre-Claim Investigation Expenses

- **a.** If, during the policy period, the insured first becomes aware of a specific "wrongful act' that is reasonably expected to result in a "claim" within the scope of this coverage, then the insured may elect to provide notice of a potential "claim" to us. Such notice to us shall be in writing, sent to us at the address shown in the claim reporting policyholder notice, and contain the following information:
  - (1) The description of the specific "wrongful act";
  - (2) The date on which such "wrongful act" took place;
  - (3) The damage which has or may result from such "wrongful act";
  - (4) The identity of any injured person or organization subject to such injury or damage; and
  - (5) The date and circumstances by which the insured first became aware of such "wrongful act".
- **b.** If such written notice is received by us during the policy period, we may, at our sole option, choose to investigate the "wrongful act". Such an investigation will be at our expense and will not reduce the Limits Of Insurance or be subject to the Self-Insured Retention provisions until one of the following occurs:
  - (1) A "claim" results from the "wrongful act" under investigation; or
  - (2) We incur the Pre-Claim Investigation Expenses Limit shown in the Declarations in expenses arising from the investigation.
- **c.** If a "claim" is made and reported to us, or once we incur the Pre-Claim Investigation Expenses Limit shown in the Declarations, any further payment will be considered "claims expense" and will reduce the applicable Limits Of Insurance and be subject to the Self-Insured Retention provisions of this insurance.

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Any "claim" subsequently made against the "insured" arising out of such "wrongful act" will be deemed to have been first made on the date on which such written notice if first received by the company.

No coverage for pre-claim investigation expenses is provided by this Policy except as provided by this Paragraph **C.3.** Pre-Claim Investigation Expenses of Section **I** - Coverages.

### D. Coverage Extensions

Although various Coverage Extensions are referenced in this policy, a Coverage Extension is included within this policy only if that Coverage Extension is designated as purchased by an "X" in the Declarations.

### 1. Disciplinary Proceeding Legal Expense Reimbursement

- **a.** Upon the Named Insured's submission to us of satisfactory written proof of payment, we will reimburse the Named Insured for all reasonable and necessary legal fees and legal expenses incurred in response to a "disciplinary proceeding" against the Named Insured first initiated during the policy period or the Extended Reporting Period, if applicable, provided:
  - (1) The "wrongful act" giving rise to the "disciplinary proceeding" happens during the policy period and on or after the Professional Liability Retroactive Date shown in the Declarations; and
  - (2) Prior to the effective date of the first date of continuous coverage for this Coverage Extension with us, no "responsible insured" knew that such "wrongful act" had occurred, or any fact, circumstance, situation, or incident which would lead a reasonable person in the insured's position to conclude that a "claim" was likely.
- **b.** The most we will reimburse the Named Insured under this Coverage Extension for legal fees or legal expenses as the result of any one "disciplinary proceeding" is the Each Disciplinary Proceeding Limit shown in the Declarations.

The most we will reimburse the Named Insured under this Coverage Extension for the sum of legal fees and legal expenses as the result of all "disciplinary proceeding" is the Aggregate Disciplinary Proceeding Limit shown in the Declarations.

The remaining legal fees or legal expenses are the sole responsibility of the Named Insured and do not reduce the Professional Liability Self-Insured Retention shown in the Declarations.

- **c.** The Named Insured must provide to us written notice as soon as practicable of any "disciplinary proceeding" first initiated against the Named Insured during the policy period or the Extended Reporting Period, if applicable. In any event, such "disciplinary proceeding" must be reported to us no later than 60 days after the end of the policy period or the Extended Reporting Period, if applicable.
- **d.** No reimbursement will be made for the Named Insured's payment of any taxes; criminal or civil fines, penalties, or sanctions; registration or licensing fees; or any monetary judgment, award, or settlement of any kind.

# 2. Subpoena Assistance

In the event that during the policy period:

- **a.** The insured first receives a subpoena or a written request for the insured's records or files or notice of deposition relative to a "pollution condition" or a "wrongful act" in the performance of "your work"; and
- **b.** The insured reports the receipt of such subpoena or written request to us within 30 days of such receipt and prior to a "claim" being first made against the insured arising out of such "pollution condition" or "wrongful act";

then we will pay on behalf of the insured up to the Subpoena Assistance Limit shown in the Declarations per policy period for reasonable and necessary legal fees and expenses incurred for engaging the services of legal counsel we select to assist the insured in responding to such subpoena or request.

Payments under these Coverage Extensions will be in addition to the General Aggregate Limit shown in the Declarations and not subject to the Self-Insured Retention.

#### **SECTION II - EXCLUSIONS**

**A.** With respect to all Insuring Agreements, Supplementary Payments, and Coverage Extensions, this insurance does not apply to:

# 1. Contractual Liability

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"Loss" the insured is legally obligated to pay as damages as a result of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability:

- a. That the insured would have in the absence of the contract or agreement; or
- **b.** Solely with respect to coverage provided under Insuring Agreement 1., assumed in a contract or agreement that is an "insured contract", provided the "loss" occurs subsequent to the execution of the contract or agreement.

## 2. Fines, Penalties, And Punitive Damages

Any punitive damages, exemplary damages, multiplied damages, fines, or penalties. However, this exclusion does not apply to punitive or exemplary damages where insurable by law.

# 3. Damage To Property

"Property damage" in any way related to any real property or facility that is or was at any time owned, operated, or occupied by, or rented to you. However, this exclusion does not apply:

- a. If the real property or facility is operated or occupied by you for the purpose of performing "your work"; or
- **b.** To coverage provided under Insuring Agreements **A.1.d.** Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as purchased on the Declarations.

# 4. Damage To Your Product Or Your Work

"Property damage" to "your product" or "your work" or any part of "your product" or "your work". This exclusion does not apply:

- **a.** If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- **b.** To coverage provided under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense, if shown as purchased in the Declarations.

# 5. Employer's Liability

"Bodily injury" to:

- a. An "employee" of the insured arising out of and in the course of:
  - (1) Employment by the insured; or
  - (2) Performing duties related to the conduct of the insured's business; or
- b. The spouse, child, parent, brother, or sister of that "employee" as a consequence of such "bodily injury".

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury. However, this exclusion does not apply to liability assumed by the insured under an "insured contract".

#### 6. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of any "responsible insured".

#### 7. Impaired Property

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy, or dangerous condition in "your product" or "your work"; or
- **b.** A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to:

- (1) The loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use; or
- (2) "Rectification expense" to the extent coverage is provided under Section I Coverages, Paragraph A. Insuring Agreements, 2.b. Professional Liability Rectification Expense.

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#### 8. Insured Versus Insured

Any "claim" made by or on behalf of an insured against any other insured. However, solely with respect to coverage provided under Insuring Agreement 1., this exclusion does not apply with respect to "claims" against you by any insured seeking coverage or indemnification pursuant to a written contract or agreement for a "claim" otherwise covered for "bodily injury", "property damage", or "cleanup costs".

#### 9. Intentional Acts

"Loss" arising out of intentional, willful, or deliberate:

- **a.** Injury to persons or property; or
- **b.** Failure to comply with any permit, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental or public agency or body.

However, this exclusion does not apply to:

- (1) An insured who did not commit, participate in, or have knowledge of any of the acts described above; or
- (2) "Claim expenses" incurred until an allegation is determined through final and non-appealable adjudication.

#### 10. Known Circumstances Or Conditions

"Loss" caused by, arising out of, or in any way involving:

- **a.** A "pollution condition", including any subsequent continuation or resumption of or changes in such "pollution condition", that existed prior to the policy period and was known to any "responsible insured" at any time before the beginning of the policy period;
- **b.** A fact, event, circumstance, or condition known by any "responsible insured" prior to the inception date of this policy where any "responsible insured" should have reasonably foreseen that such fact, event, circumstance, or condition could give rise to a "claim" under this policy; or
- **c.** The rendering of or failure to render "professional services" prior to the inception date of this policy, if any "responsible insured" knew or should have reasonably foreseen that such rendering of or failure to render "professional services" could give rise to a "claim" under this policy.

# 11. Nuclear Energy Liability

"Loss":

- **a.** With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of insurance;
- b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
  - (1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
  - (2) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
- **c.** Resulting from the "hazardous properties" of "nuclear material", if:
  - (1) The "nuclear material":
    - (a) Is at any "nuclear facility" owned by or operated by or on behalf of an insured; or
    - (b) Has been discharged or dispersed therefrom;
  - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported, or disposed of by or on behalf of an insured; or
  - (3) The "loss" arises out of the furnishing by an insured of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any "nuclear facility", but if

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such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion:

"Hazardous properties" includes radioactive, toxic, or explosive properties.

"Nuclear facility" means:

- a. Any "nuclear reactor";
- **b.** Any equipment or device designed or used for:
  - (1) Separating the isotopes of uranium or plutonium;
  - (2) Processing or utilizing "spent fuel"; or
  - (3) Handling, processing, or packaging "waste";
- c. Any equipment or device used for the processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- **d.** Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear material" means "source material", "special nuclear material", or "by-product material".

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material:

- a. Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
- **b.** Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

#### 12. Other Enterprises

"Loss" arising out of any business enterprise owned, operated, or managed by the insured or its parent company or any affiliate, successor, or assignee of such company not named in the Declarations. However, this exclusion does not apply to any person or organization who has controlling interest over you with respect to their liability arising out of their financial control over you or premises they own, maintain, or control while you lease or occupy such premises.

# 13. Professional Services

"Loss" arising out of any "wrongful act". This exclusion applies even if the "claim" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.

However, this exclusion does not apply to:

**a.** A "claim" in which you committed a "wrongful act" relating to improper or inadequate supervision, direction, or control of any subcontractors for which you are legally liable when such subcontractors are performing operations on your behalf at a job site; or

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**b.** Coverage provided under Insuring Agreements **A.2.a.** Professional Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as purchased in the Declarations.

#### 14. Property Damage To Cargo

"Property damage" to "transported cargo".

# 15. Property Damage To Conveyances

"Property damage" to any "auto", railcar, train, watercraft, or aircraft operated by or on behalf of any insured resulting from a "pollution condition" caused by "transported cargo". However, this exclusion does not apply to any "claim" brought by any "carrier" for "property damage" arising out of the insured's negligence.

#### 16. Vehicles

"Loss" arising out of the ownership, maintenance, use, operation, or entrustment to others of any aircraft, "unmanned aircraft", "auto", or watercraft. Use includes "loading or unloading", but does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, "unmanned aircraft", "auto", or watercraft.

However, this exclusion does not apply to:

- a. "Loading or unloading" within the boundaries of any location covered by this policy;
- **b.** "Bodily injury" or "property damage" arising out of:
  - (1) The delivery of any liquid product into a wrong receptacle or to a wrong address; or
  - (2) The erroneous delivery of one liquid product for another by an "auto";

if the "bodily injury" or "property damage" occurs after such operations have been completed or abandoned at the site of such delivery.

Operations which may require further service, maintenance, correction, repair, or replacement of performance at the wrong address or because of any error, defect, or deficiency, but which are otherwise completed, will be deemed completed; or

**c.** Coverage provided under Insuring Agreement **A.1.b.** Transportation Pollution Liability, if shown as purchased in the Declarations.

#### 17. War

"Loss", however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- **b.** Warlike action by a military force, including action taken in the hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### 18. Workers' Compensation And Similar Laws

Any obligation of any insured under workers' compensation, disability benefits, unemployment compensation law, or any similar law.

#### 19. Your Products

"Loss" arising out of "your product":

- **a.** Designed, manufactured, sold, handled, distributed, altered, or repaired by you or by others trading under your name, any failure to warn, or any reliance upon a representation or warranty made at any time with respect thereto; or
- **b.** Fabricated or installed by you, unless a "pollution condition" arises from the fabrication or installation of "your products" as part of "your work".
- **B.** With respect to Insuring Agreement **A.2.**, Supplementary Coverages, and Coverage Extensions, this insurance does not apply to:

#### 1. Breach Of Contract

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"Claims" in any way involving an actual or alleged breach of contract, including, but not limited to, a breach of a written, express, oral, implied-in-law, or implied-in-fact contract.

# 2. Employment Practices

"Claims" arising out of the employment relationship or the nature, terms, or conditions of employment or any workplace tort brought by or on behalf of any "employee", former "employee", prospective "employee", independent contractor, or consultant of the insured including, but not limited to, the following:

- a. Refusal to employ that person;
- **b.** Termination of that person's employment; or
- **c.** Employment-related practices, policies, acts, or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or malicious prosecution directed at that person.

#### 3. Executive Officer

"Claims" arising out of your services or capacity as an executive officer, director, partner, trustee, or employee of a business enterprise not named in the Declarations.

#### 4. Express Warranties

"Claims" arising out of any express warranties or guarantees.

#### 5. Financial Related Matters

"Claims" arising out of any:

- **a.** Liability or breach of any duty or obligation owed by you:
  - (1) In connection with the operation or administration of any health, pension, or employee benefit scheme, plan, trust, or fund, including but not limited to, violation or alleged violation of any related legislation or regulation such as the Employee Retirement Income Security Act of 1974, as amended; or
  - (2) Regarding the sale or purchase of any stocks, shares, or other securities, or the misuse of any information relating to them, including breach or alleged breach of any related legislation or regulation, including but not limited to the Securities Act of 1933 and Securities Exchange Act of 1934, both as amended; or
- **b.** Breach of any fiduciary duty owed by you.

#### 6. Insurance Or Bonds

"Claims" arising out of the advising of, requiring of, or failure to advise of or require, or failure to obtain or maintain, any form of insurance or surety bond.

# 7. Intellectual Property Hazard

"Claims" in any way involving any "intellectual property hazard", or any non-disclosure, non-compete, or non-solicitation agreement.

#### 8. Knowingly Wrongful Acts

"Claims" arising out of any dishonest, fraudulent, criminal, malicious, intentional, or illegal "wrongful act" or knowingly "wrongful act" of any "responsible insured".

# 9. Not Licensed As Required By Law

"Claims" arising out of any acts or services performed by any insured that is not licensed or certified to perform such acts or services if such licensing or certification is required by law.

#### 10. Patents Or Trade Secrets

"Claims" arising out of any:

- **a.** Infringement or inducement of infringement of patent or trade secret or misappropriation of trade secrets or confidential or proprietary information relating to the Named Insured's business operations;
- **b.** Unfair competition based upon infringement of copyright, patent, trademark, service mark, trade name, or trade secret;

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- The value of trade secrets, confidential processing methods, or other confidential or proprietary information;
- **d.** Any dispute related to ownership of any intellectual property.

#### 11. Prior Claims

"Claims" first made against you prior to the inception of this coverage.

#### 12. Prior Notice

"Claims" arising out of any fact, circumstance, or situation that has been the subject of any notice given prior to the policy period under any other policy of insurance or to any reinsurer, risk retention group or captive (or any other self-insurance plan or trust by whatsoever name), or insurance representative.

# **SECTION III - WHO IS AN INSURED**

- **A.** Each of the following is an insured under all Insuring Agreements, Supplementary Payments, and Coverage Extensions:
  - **1.** If you are designated in the Declarations as:
    - **a.** An individual, you and your spouse or "domestic partner" are insureds, but only with respect to the conduct of a business of which you are the sole owner.
    - **b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouse or "domestic partner" are also insureds, but only with respect to the conduct of your business.
    - **c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
    - **d.** A corporation or an organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - 2. Any subsidiary company of yours and any company over which you have active control or majority ownership interest, or exercise management or financial control is a Named Insured with respect to the conduct of your business, provided:
    - a. You report all such entities to us within 180 days after you have acquired the organization; and
    - **b.** There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this policy.

#### However:

- (1) Coverage is afforded only until the 180<sup>th</sup> day after you acquire the subsidiary or the end of the policy period, whichever is earlier; and
- (2) Coverage does not apply to "loss" that first commences before you acquired the subsidiary.
- 3. Your "employees", other than either your "executive officers" (if you are a corporation or an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of "your work".
- **4.** In the event of your bankruptcy, your trustees, and in the event of your death or incapacity, your legal representatives or executors, but only with respect to each such trustee's, representative's, or executor's vicarious liability resulting from "your work".
- **5.** Any organization you newly form, including any partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured, if:
  - a. You have contractually agreed to provide insurance for such organization;
  - **b.** There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this policy; and

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c. You report to us within 180 days after such formation that you acquired or formed the organization.

However:

- (1) Coverage is afforded only until the 180<sup>th</sup> day after you form the organization or the end of the policy period, whichever is earlier; and
- (2) Coverage does not apply to "loss" that first commences before you formed the organization.
- **B.** Solely with respect to coverage provided under Insuring Agreements **A.1.a.** through **A.1.e.** and Supplementary Payments, each of the following is also an insured:
  - 1. Any person or organization who has controlling interest over you, but only with respect to their liability arising out of their financial control over you or premises they own, maintain, or control while you lease or occupy those premises.

#### **2.** Any:

- **a.** Person or organization with whom the insured has agreed to provide additional insured status in a written contract or agreement executed prior to the "pollution loss", but only with respect to liability for "pollution loss" arising out of "your work"; and
- **b.** Other person or organization you are required to add as an additional insured under the written contract or agreement described in Paragraph **a.** above.

However, any insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such insured; and
- (3) Is limited to the lesser of the applicable Limits Of Insurance shown in the Declarations or the amount required by the written contract or agreement. This Paragraph 2. does not apply to any person or organization specifically named as an additional insured in an endorsement attached to this policy.

#### SECTION IV - LIMITS OF INSURANCE AND SELF-INSURED RETENTION

#### A. Limits Of Insurance

- **1.** The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of insureds, "claims" made, or persons or organizations making "claims".
- 2. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of all "loss" and supplementary payments arising out of all "pollution conditions" and "wrongful acts" under all Insuring Agreements.
- 3. Subject to the General Aggregate Limit shown in the Declarations:
  - **a.** The Each Contractor's Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.a.** Contractor's Pollution Liability (Including Mold And Legionella) for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition".
  - **b.** The Each Transportation Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.b.** Transportation Pollution Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "transportation pollution condition".
  - **c.** The Each Non-Owned Disposal Site Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.C.** Non-Owned Disposal Site Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition" at a "non-owned disposal site".
  - **d.** The Each Sudden And Accidental Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.d.** Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition".
  - **e.** The Each Crisis Management And Emergency Response Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.e.** Crisis Management And Emergency Response Costs for the sum of all "crisis management costs" and "emergency response costs" arising out of any one "pollution condition".

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- f. The Each Wrongful Act Limit shown in the Declarations is the most we will pay under Insuring Agreement A.2.a. Professional Liability for the sum of all "professional loss" and supplementary payments arising out of any one "wrongful act".
- g. The Each Professional Liability Rectification Expense Limit shown in the Declarations is the most we will pay under Insuring Agreement A.2.b. Professional Liability Rectification Expense for the sum of all "rectification expenses" arising out of any one "wrongful act". The remaining "rectification expenses" will be the sole responsibility of the Named Insured and do not reduce the Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations.
  - In the event a "claim" arises out of the same reported "wrongful act" for which the insured incurred "rectification expense", the limit available for payment of the "claim" will be the Each Wrongful Act Limit shown in the Declarations excess of the Professional Liability Rectification Expense Self-Insured Retention, minus the amount we reimbursed the insured for "rectification expense" under Insuring Agreement A.2.b. Professional Liability Rectification Expense, subject to the General Aggregate Limit shown in the Declarations.
- **4.** Amounts paid under Supplementary Payments **C.1.** Loss Of Earnings And Expense Reimbursement and **C.2.** Suit Against Indemnitee will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid as supplementary payments will reduce the applicable limits described in Paragraphs **2.** and **3.** above.

The limits of insurance of this policy apply separately to each policy period, unless the policy period is extended after issuance for an additional period. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

# B. Self-Insured Retention

- 1. You agree to assume the:
  - **a.** Pollution Liability Self-Insured Retention shown in the Declarations with respect to the Insuring Agreements under Section **A.1.**;
  - **b.** Professional Liability Self-Insured Retention shown in the Declarations with respect to Insuring Agreement **A.2.a.**; and
  - **c.** Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations with respect to Insuring Agreement **A.2.b.**

Our obligation to pay "loss" or supplementary payments under this insurance and the applicable limit of insurance shown in the Declarations will apply in excess of the applicable Self-Insured Retention.

- 2. Regardless of whether or not there is any other insurance, whether or not collectible, applicable to a "claim", "pollution condition", or "wrongful act" within the Self-Insured Retention, you must make actual payment of the full Self-Insured Retention before the limits of insurance will apply. Compliance with this clause is a condition precedent for coverage under this insurance. We will make no payments of any type in the event you fail to comply with this clause.
- **3.** You must not incur costs other than adjusting expenses without our written consent in the event of any "claim", "pollution condition", or "wrongful act" which appears likely to exceed the applicable Self-Insured Retention.
- **4.** We have the right in all cases to assume control of the investigation, defense, and settlement of any "claim", "pollution condition", or "wrongful act" to which this insurance applies. When we exercise this right, the following apply:
  - **a.** You will remain responsible for the cost of all "loss" and supplementary payments within the applicable Self-Insured Retention;
  - **b.** At our request, you will advance to us any portion of the applicable Self-Insured Retention that we deem reasonable to pay for any "claim", "pollution condition", or "wrongful act";
  - **c.** If you have paid to us all or part of the applicable Self-Insured Retention and the total amount of the "loss" and supplementary payments that we pay for that "claim", "pollution condition", or "wrongful act" is less than the applicable Self-Insured Retention, then we will reimburse you the amount you paid in excess of the amount we pay; and

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d. We will have the sole and absolute right to settle the "claim" for any amount we deem reasonable, including any amount within the Self-Insured Retention. Although we agree to attempt to advise and consult with you prior to making any settlement, we will have no obligation to obtain your consent or the consent of any other insured to any settlement we make that requires payment from you of any amount within the Self-Insured Retention. You and any other insured hereby waive any claim or defense against us resulting from our entering into any such settlement without your approval.

# C. Multiple Insureds, Claims, And Claimants

The inclusion herein of more than one insured in any "claim" or the making of "claims" by more than one person or organization will not operate to increase the Limits Of Insurance shown in the Declarations. More than one "claim" arising out of a single "pollution condition" or "wrongful act" will be treated as a single "claim". Such single "claim" will be deemed first made on the date on which the earliest "claim" arising out of such "pollution condition" or "wrongful act" is made or, with respect to written notice given to and accepted by us, on the date within the policy period on which such written notice of potential "claim" is first received by us.

#### **SECTION V- EXTENDED REPORTING PERIOD**

For the applicable claims-made coverages, the following applies:

- A. We will provide one or more Extended Reporting Periods, as described below, if:
  - 1. Claims-made coverage provided by this policy is canceled or not renewed; or
  - 2. We renew or replace the claims-made coverage provided by this policy with insurance that:
    - a. Has a Retroactive Date later than the date shown in the Declarations; or
    - **b.** Does not apply to "professional services" coverage on a claims-made basis.

The quotation of a different premium, deductible, or limit of insurance for renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.

**B.** The Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to injury from acts, errors, or omissions that occur before the end of the policy period but not before the applicable Retroactive Date shown in the Declarations, provided a "claim" for such injury is first made during the Extended Reporting Period.

Once in effect, the Extended Reporting Period may not be canceled.

C. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 60 days.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

**D.** An Optional Extended Reporting Period is available, subject to Paragraph **E.** below, but only by an endorsement and for an extra charge. This Optional Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph C. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- **1.** The exposures insured;
- 2. Previous types and amounts of insurance;
- 3. Limits of insurance available under this policy for future payment of "professional loss"; and
- 4. Other related factors.

This endorsement will set forth the terms, not inconsistent with this section, applicable to the Optional Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Optional Extended Reporting Period starts.

E. We do not have to provide an Optional Extended Reporting Period if:

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- 1. There is any failure to pay any outstanding premiums when due;
- 2. Any insured fails to repay any self-insured retention amount we have paid;
- 3. Any insured has purchased any other insurance to replace the insurance provided under this endorsement; or
- 4. The application for this policy, including any addenda thereto, contains any material misrepresentation of fact.
- **F.** The Extended Reporting Period will not reinstate or in any way increase the Limits Of Insurance shown in the Declarations.

#### **SECTION VI - CONDITIONS**

#### A. Assignment

This insurance may not be assigned without our prior consent, which consent will not be unreasonably withheld or delayed. Assignment of interest under this insurance will not bind us until our consent has been endorsed hereon.

#### B. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations or increase our liability under this policy.

#### C. Cancellation Or Nonrenewal

- 1. This policy may be canceled by you by surrender thereof to us or any of our authorized representatives or by mailing to us written notice stating when thereafter the cancellation will be effective.
- 2. If we decide to cancel or not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of cancellation or nonrenewal not less than:
  - **a.** 10 days prior to cancellation if we cancel for non-payment of premium;
  - **b.** 90 days prior to cancellation if we cancel for material misrepresentation or material change in risk covered by this policy; or
  - c. 60 days prior to nonrenewal.
- 3. If we cancel this policy for a reason listed in Paragraph b.(2) above, we will provide written notice of cancellation to any person or organization who has been issued a certificate of insurance under this policy stating when, not less than 90 days from the date of such notice, cancellation will become effective, but only if:
  - a. Cancellation is for reasons other than nonpayment of premium or self-insured retention reimbursement;
  - b. You are required by written contract to provide the additional insured with such notice; and
  - **c.** You provide us with a list of the applicable additional insureds, including their complete mailing addresses, within 7 days of our request.
- **4.** If notice is mailed, proof of mailing is sufficient proof of such notice.

# D. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations will act on behalf of all insureds for the receipt and acceptance of any endorsement issued by us to form a part of this policy. This policy's terms and conditions can be amended or waived only by endorsement issued by us and made a part of this policy. Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or change in any part of this policy or estop us from asserting any right under the terms and conditions of this policy.

#### E. Choice Of Law

Unless otherwise expressly endorsed in this policy, the laws of New York, without giving effect to its conflicts of law principles, governs all matters arising out of or relating to this policy and all of the transactions it contemplates including, without limitation, its formation, validity, interpretation, construction, performance, and enforcement.

#### F. Currency Provision

The limits of insurance, self-insured retention amount, and premiums shown in this policy are in United States currency. Any payments by us or you will be in United States currency.

G. Duties In The Event Of A Pollution Condition, Claim, Or Wrongful Act

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- **1.** You must see to it that we are notified as soon as practicable in writing of a "pollution condition" or "wrongful act". To the extent possible, notice must contain:
  - a. How, when, and where the "pollution condition" or "wrongful act" took place;
  - **b.** The names and addresses of any claimants, injured persons, and witnesses;
  - c. The nature and location of any injury or damage arising out of the "pollution condition" or "wrongful act";
  - d. The date and details of "your work" that may have caused the "pollution condition" or "wrongful act";
  - **e.** Copies of any contracts that have been entered into by any insured that are related to "your work" performed or "professional services" rendered; and
  - f. Details explaining how the insured first became aware of the "pollution condition" or "wrongful act".
- 2. Any reported "wrongful act" that subsequently becomes a "claim" made against the insured and reported to us in writing will be deemed to have been first made on the date that the written notice of the "wrongful act" was first received by us and will be subject to all of the terms and conditions of this policy.
- 3. If a "claim" is made against any insured:
  - You must record and notify us as soon as practicable in writing of the specifics of the "claim" and the date received; and
  - **b.** You and any other involved insured must:
    - (1) Send us copies as soon as practicable of any demands, notices, summons, or legal papers received in connection with the "claim";
    - (2) Authorize us to obtain records and other information;
    - (3) Cooperate with us in the investigation, settlement, or defense of the "claim"; and
    - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- **4.** No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent. However, written consent is not required with respect to:
  - **a.** "Crisis management costs" that have been reported in accordance with Insuring Agreement **A.1.e.** Crisis Management Or Emergency Response Costs; or
  - **b.** "Emergency response costs" that have been reported and approved by us or our appointed representative by use of the emergency response hotline.
- **5.** Notice to your insurance agent or broker does not constitute notice to us for purposes of the receipt of notice.

# H. Inspections And Surveys

- **1.** We have the right to:
  - **a.** Make inspections and surveys at any time;
  - **b.** Give you reports on the conditions we find; and
  - c. Recommend changes.
- 2. We are not obligated to make any inspections, surveys, reports, or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful: or
  - **b.** Comply with laws, regulations, codes, or standards.
- **3.** Paragraphs **a.** and **b.** of this condition apply not only to us but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports, or recommendations.

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**4.** Paragraph **b.** of this condition does not apply to any inspections, surveys, reports, or recommendations we may make relative to certification, under state or municipal statutes, ordinances, or regulations, of boilers, pressure vessels, or elevators.

#### I. Legal Action Against Us

No person or organization has a right under this policy:

- 1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- 2. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "losses" that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

# J. No Duplication Of Coverage

Only one Insuring Agreement will apply to the same "pollution condition". In the event that more than one Insuring Agreement can apply to the same "pollution condition", then the only Insuring Agreement that will apply will be that Insuring Agreement under which we have accepted coverage or that Insuring Agreement that has been held to apply to such "pollution condition".

However, this condition does not apply to Insuring Agreement A.1.e. Crisis Management And Emergency Response Costs.

#### K. Other Insurance

If other valid and collectible insurance is available to the insured for "loss" we cover under this policy, our obligations are limited as follows:

# 1. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. In that case, we will share with all such other insurance by the method described in Paragraph **c.** below.

#### 2. Excess Insurance

- a. This insurance is excess over:
  - (1) Any other insurance, whether primary, excess, contingent, or on any other basis, if you are an insured on an insurance policy that applies to "your work" performed at a specific job site and that insurance policy applies to a specific job site;
  - (2) Any other valid and collectible insurance available to you covering liability for "loss" arising out of "your work" or "professional services", including that work or "professional services" for which you have been added as an additional insured by an endorsement, by definition in a contract or agreement, or by combination thereof; or
  - (3) Any other valid and collectible insurance available to any person or entity performing functions for others on your behalf as defined in "your work" or "professional services" in this policy.
- **b.** When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- **c.** When this insurance is excess over other insurance, we will pay only our share of the amount of the "loss", if any, that exceeds the sum of:
  - (1) The total amount that all such other insurance would pay for the damages in the absence of this insurance; and
  - (2) The total of all deductible and self-insured amounts under all that other insurance.

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

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#### 3. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the "loss" remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 4. Primary And Non-Contributory Insurance

Regardless of Paragraphs 1. through 3. above, this insurance is primary to, and will not seek contribution from:

- **a.** Any other insurance available to any additional insured with whom you agree in a written contract or agreement to provide insurance on a primary and non-contributory basis;
- **b.** Any other insurance available to any additional insured specifically named in an endorsement attached to this policy as an additional insured on a primary and non-contributory basis; or
- **c.** Other valid and collectible insurance available, with respect to a "claim" covered under Insuring Agreement **A.1.b.** Transportation Pollution Liability.

# L. Premium Audit

- **1.** We will compute all premiums for this policy in accordance with our rules, rates, rating plans, and minimum premium requirements.
- 2. Premium shown as Advance And Deposit Premium in the Declarations is a deposit premium only. At the close of each audit period, we will compute earned premium for that period. All audit premiums are due and payable on notice to the first Named Insured.
- **3.** The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

#### M. Premiums

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

#### N. Representations

By accepting this policy, you agree:

- 1. The statements in the applications, other materials submitted to us, and Declarations are accurate and complete;
- 2. Those statements are based upon representations you made to us; and
- 3. We have issued this policy in reliance upon your representations.

# O. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first Named Insured shown in the Declarations, this insurance applies:

- 1. As if each Named Insured were the only Named Insured; and
- 2. Separately to each insured against whom a "claim" is made.

#### P. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after "loss" to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

However, we waive any right of recovery we may have against any person or organization with whom the insured has agreed in a written contract or agreement to provide a waiver of transfer of rights of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract with that person or organization. But this waiver does not apply to any person or organization specifically named in an endorsement attached to this policy which waives our rights of subrogation and recovery.

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# Q. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our prior written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

### R. Waiver Of Self-Insured Retention Upon Successful Mediation

The self-insured retention will be waived, up to a maximum of \$10,000, if:

- 1. A "claim" has not entered into litigation;
- 2. We and you mutually agree to "mediation" as a means to settle a "claim" made against the insured; and
- 3. Such "claim" is settled as a direct result of the "mediation" and within 30 days of the end of the "mediation".

When this occurs, we will not seek reimbursement from you for any qualifying self-insured retention amount we pay prior to the "mediation".

#### **SECTION VII - DEFINITIONS**

- **A.** "Auto" means a land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment.
- **B.** "Bodily injury" means physical injury, sickness, disease, mental anguish, or emotional distress sustained by any person, including medical monitoring, loss of services, or death resulting from any of these at any time.
- C. "Cargo" means waste, products, or materials carried or delivered by a "covered conveyance".
- **D.** "Carrier" means a person or an entity, other than any insured or any subsidiary or affiliate company of any insured, engaged by the insured to transport material by aircraft, "auto", or watercraft, but only if such person or entity is properly licensed to transport such material and in the business of transporting such material.
- **E.** "Claim" means the insured's or our receipt of:
  - 1. A written demand for "loss"; or
  - 2. The service of "suit" or institution of arbitration proceedings against the insured.

However, "claim" does not include any "disciplinary proceeding".

- **F.** "Cleanup costs" means reasonable and necessary expenses incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, disposal, remediation, detoxification, or neutralization of, or response to any "pollutants":
  - 1. To the extent required by federal, state, local, or provincial laws, including, but not limited to, statutes, rules, ordinances, guidance documents, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, governing the liability or responsibilities of the insured; or
  - 2. Which have been actually incurred by the government or any political subdivision of the United States of America or any state thereof, or by third parties.

"Cleanup costs" includes "restoration costs".

- **G.** "Completed operations" means "your work" that has been completed. "Completed operations" does not include "your work" that has been abandoned or has not yet been completed. "Your work" will be deemed completed at the earliest of the following times:
  - 1. When all work to be performed under the contract has been completed;
  - 2. When all of the work to be done at the site has been completed if the contract calls for work at more than one site; or
  - 3. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. "Your work" that may require further service, maintenance, correction, repair, or replacement, but is otherwise complete, will be deemed completed.

H. "Coverage territory" means:

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- 1. The United States of America and its territories or possessions; and
- 2. International waters or airspace, but only if the "loss" occurs in the course of travel or transportation between any places included in Paragraph 1. above.
- I. "Covered conveyance" means any conveyance operated by or on behalf of an insured used for transporting property.
- **J.** "Crisis management consultant" means a professional firm or consultant that provides crisis management services and has been approved in writing by us, the approval for which will not be unreasonably withheld.
- K. "Crisis management costs" means those reasonable and necessary fees and expenses:
  - 1. Incurred by you within 90 days after the "crisis management event" is discovered by you and is thereafter approved by us in writing; and
  - 2. For services provided to you by a "crisis management consultant" for the sole purpose of assisting you with:
    - (a) Managing the media in direct response to a "crisis management event" to which this insurance applies; or
    - **(b)** Minimizing the economic harm to you caused by a "crisis management event" to which this insurance applies by consulting with you with respect to maintaining and restoring your company's public image or reputation.

You must take reasonable steps to minimize "crisis management costs".

- L. "Crisis management event" means the public announcement by a third party that a "pollution condition" for which you are legally responsible has caused:
  - 1. "Bodily injury" involving third parties; or
  - 2. "Property damage", but only to the extent resulting in actual physical damage to real property owned by third parties;

provided that one of your "executive officers" has proffered, at our sole discretion, a good faith opinion that the public announcement or accusation has caused or is reasonably likely to cause economic harm to, or a material adverse effect on, your company's image or goodwill.

- **M.** "Disciplinary proceeding" means the insured's receipt of any proceeding by a United States of America domiciled regulatory body, disciplinary board, or governmental agency, any of which has the authority to investigate charges of professional misconduct in the performance of "professional services"; however, "disciplinary proceedings" will not include any criminal proceeding.
- **N.** "Domestic partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law.
- **O.** "Emergency response costs" means reasonable and necessary costs incurred to mitigate a "pollution condition" constituting an emergency situation under applicable law whereby in the absence of such mitigation:
  - 1. "Bodily injury" or "property damage" to third parties is imminent; or
  - 2. "Cleanup costs" pursuant to environmental law are incurred.
- **P.** "Employee" includes temporary and leased staff working on your behalf and under your direct supervision, but only with respect to "your work".
- **Q.** "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.
- **R.** "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - 1. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate, or dangerous; or
  - 2. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment, or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

S. "Insured contract" means:

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- **1.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
- 2. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- **T.** "Intellectual property hazard" means:
  - **1.** Infringement, in any manner, of a copyright, patent, trademark, service mark, trade dress, title or slogan, service name, trade name, or copyright joint ownership, or other intellectual property rights;
  - 2. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, services, or claims;
  - 3. Piracy or unfair competition;
  - 4. Oral or written publication, in any manner, of material that violates a person's right to privacy;
  - 5. The use of another's style of doing business, intellectual property, trade secrets, or market share agreements;
  - **6.** The use of another's advertising idea in your advertisement;
  - 7. Violations of the Lanham Act (15 USC §1051-1141N); and
  - **8.** Violations of the Computer Fraud and Abuse Act (CFAA) (18 USC §1030), including violations of any regulations implementing the CFAA, and any similar state or federal law or regulation.
- **U.** "Interrelated wrongful acts" means any "wrongful acts" that have as a common connection or nexus any fact, circumstance, situation, event, cause, transaction, or series of facts, circumstances, situations, events, causes, or transactions.
- **V.** "Loading or unloading" means the handling of property:
  - a. After it is moved from the place where it is accepted for movement into or onto a vehicle;
  - b. While it is in or on a vehicle; or
  - c. While it is being moved from a vehicle to the place where it is finally delivered.
- W. "Loss" means "pollution loss" or "professional loss".
- X. "Mediation" means the voluntary process in which an objective third party, who is a qualified professional mediator selected by the parties to the "claim" with our written agreement, intervenes between the parties to promote settlement of a "claim". "Mediation" does not include litigation, arbitration, or court mandated proceeding.
- Y. "Mold" means any permanent or transient fungus, mold, mildew, or mycotoxin or any of the spores, scents, or by-products produced or released by fungus.
- **Z.** "Natural resource damages" means physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States of America, any state or local government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.
- AA."Non-owned disposal site" means a location you use for the treatment, storage, or disposal of waste or material, provided the "non-owned disposal site":
  - 1. Is not managed, operated, owned, or leased by any insured or any subsidiary or affiliate of any insured;
  - 2. Is permitted or licensed by the applicable federal, state, local, or provincial authorities to accept such waste or material as of the date the waste or material is treated, stored, or disposed of at the "non-owned disposal site"; and
  - 3. Is not listed on a proposed or final Federal National Priorities List or any state or provincial equivalent National Priorities List, Superfund, or Hazardous Waste List prior to the treatment, storage, or disposal of the waste or material at the "non-owned disposal site".

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- **BB.**"Pollutants" means any solid, liquid, gaseous, thermal, biological, or low-level radioactive substance, material, or matter, irritant, or contaminant, including, but not limited to, electromagnetic frequency, smoke, vapor, soot, silt, sedimentation, fumes, acids, alkalis, chemicals, or waste. Waste includes medical waste and all other materials to be disposed of, recycled, stored, reconditioned, or reclaimed. With respect to Insuring Agreements **A.1.a.** Contractors Pollution Liability (Including Mold And Legionella) and **A.1.e.** Crisis Management And Emergency Response Costs only, "pollutants" includes "mold" and legionella pneumophila.
- **CC.**"Pollution condition" means the discharge, dispersal, seepage, migration, growth, release, or escape of "pollutants". With respect to Insuring Agreements **A.1.b.** Transportation Pollution Liability and **A.1.e.** Crisis Management And Emergency Response Costs only, "pollution condition" includes "transportation pollution condition".
- **DD.** "Pollution loss" means:
  - 1. A monetary judgment, award, or settlement for "bodily injury" or "property damage"; or
  - 2. "Cleanup costs".
- **EE.** "Professional loss" means a monetary judgment, award, or settlement for a "wrongful act", including punitive or exemplary damages where insurable by law; however, "professional loss" does not include:
  - 1. Multiplied portions of damages in excess of actual damages, including trebling of damages;
  - 2. Any cost required to repair, build, or modify property to comply with any award or order by a court, administrative order, arbitration award, or any similar judgment;
  - 3. Taxes, fines, or penalties imposed by law;
  - 4. Sanctions;
  - 5. Matters which are uninsurable under the law pursuant to which this policy will be construed;
  - **6.** The return, restitution, disgorgement, or off-set of any fees, costs, or expenses paid to or charged by any insured or any interest thereon;
  - 7. Any other equitable relief;
  - **8.** Claimants' attorneys' fees or damages awarded for breach of contract, except attorneys' fees awarded for the successful prosecution of a "claim" otherwise covered by this policy; or
  - 9. Any "rectification expense".
- **FF.** "Professional services" means those functions as disclosed on the application or which are specifically shown in an endorsement to this policy performed for others by you or on your behalf that are related to your practice as a consultant, engineer, architect, surveyor, laboratory, project manager, or construction manager including, but not limited to, engineering services or the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications.

# GG."Property damage" means:

- 1. Physical injury to tangible property, including all resulting loss of use or diminution in value of that property. All such loss of use or diminution in value will be deemed to occur at the time of the physical injury that caused it;
- 2. Loss of use or diminution in value of tangible property that is not physically injured. All such loss of use or diminution in value will be deemed to occur at the time of the "claim": or
- 3. "Natural resource damages".
- **HH.** "Rectification Expense" means reasonable and necessary direct costs and expense incurred by the insured with respect to any action to rectify or mitigate a covered "wrongful act".

"Rectification expense" does not include any of the insured's profit, overhead, or mark-up, or any betterment to a project to which "rectification expense" applies.

- II. "Responsible insured" means:
  - 1. You, your "executive officer", director, partner, member, or manager;
  - 2. Any insured who has responsibility, in whole or in part, for risk control, risk management, health and safety, or environmental affairs, control, or compliance; or

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- **3.** Any insured who signed or who has responsibility, in whole or in part, for completing the application on which we relied in issuing this policy.
- JJ. "Restoration costs" means reasonable and necessary costs incurred by the insured with our consent, which will not be unreasonably withheld or delayed, to restore, repair, or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring "cleanup costs". However, such "restoration costs" will not exceed the actual cash value of such property immediately prior to incurring "cleanup costs" or include costs associated with improvements, betterments, ordinance, or law.

KK."Suit" means a civil proceeding in which "loss" to which this insurance applies is alleged. "Suit" includes:

- 1. An arbitration proceeding in which such "loss" is claimed and to which the insured must submit or does submit with our consent; or
- 2. Any other alternative dispute resolution proceeding in which such "loss" is claimed and to which the insured submits with our consent.

"Suit" does not include any "disciplinary proceeding".

- **LL.** "Transportation pollution condition" means the emission, discharge, dispersal, release, or escape of "pollutants" from a "covered conveyance" which occurs beyond the boundaries of a premises owned or occupied by, or rented or leased to, any insured.
- MM."Transported cargo" means the insured's "cargo" after it is moved from the place where it is accepted by or on behalf of an insured for movement into or onto a "covered conveyance", until the "cargo" is moved from the "covered conveyance" to the place where it is finally delivered on behalf of the insured. "Transported cargo" also includes "cargo" during "loading or unloading" to or from a "covered conveyance".

"Transported cargo" does not include "cargo" at rest for a period longer than 72 hours after it has been accepted on behalf of the insured for movement into or onto a "covered conveyance" but before it reaches the place of final delivery.

- **NN.** "Unmanned aircraft" means an aircraft that is not designed, manufactured, or modified after manufacture to be controlled directly by a person from within or on the aircraft.
- OO."Wrongful act" means any actual or alleged act, error, or omission in the performance of "professional services" by you or any person for whose acts you are legally responsible.

"Wrongful act" includes "interrelated wrongful acts".

#### **PP.** "Your product":

- 1. Means:
  - (a) Any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:
    - (1) You;
    - (2) Others trading under your name; or
    - (3) A person or organization whose business or assets you have acquired; and
  - **(b)** Containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products.
- 2. Includes:
  - (a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your product"; and
  - (b) The providing of or failure to provide warnings or instructions.
- 3. Does not include vending machines or other property rented to or located for the use of others but not sold.

#### QQ."Your work":

- 1. Means:
  - (a) Contracting work or contracting operations performed by you or on your behalf for others at a location that you do not own, control, rent, or occupy other than for the purpose of performing "your work"; and

MEEI 0005 08 22 Page 25 of 25

**(b)** Materials, parts, or equipment furnished in connection with such work or operations.

# 2. Includes:

- (a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your work";
- (b) The providing of or failure to provide warnings or instructions; and
- (c) The "completed operations" of "your work".

MEEI 0005 08 22 Page 26 of 25

6/11/25, 10:06 AM TRM SERVICES INC



#### Department of Labor & Industries

# Certificate of Workers' Compensation Coverage

WA UBI No.	602 995 393
L&I Account ID	191,319-00
Legal Business Name	TRM SERVICES INC
Doing Business As	TRM SERVICES INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 1 of Year 2025 "7 to 10 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	TRMSESI838MR
License Expiration	07/19/2025

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).

SPOKANE Agenda Sheet for City Council:		Date Rec'd	6/11/2025
Committee: PIES Date: 06/16/2025		Clerk's File #	OPR 2023-0895
Committee Agenda type: Consent		Cross Ref #	
Council Meeting Date: 07/14	/2025	Project #	
Submitting Dept	SOLID WASTE DISPOSAL	Bid #	RFQ 5950-23
<b>Contact Name/Phone</b>	CHRIS AVERYT 625-6540	Requisition #	VB 301492
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request NO			
Lease? NO	Grant Related? NO Public Works? NO		
Agenda Item Name	4490 VALUE BLANKET RENEWAL FOR THE PURCHASE OF MAXON GAS VALVES		

### **Agenda Wording**

Value Blanket renewal 1 of 4 with Atlas Boiler & Equipment, Co. (Spokane, WA) for the as-needed purchase of Maxon Gas Valves for the Waste to Energy Facility from Sep. 15, 2025 - Sep. 14, 2026 and a total cost not to exceed \$75,000.00, plus tax.

### **Summary (Background)**

Gas valves are needed for the safe operation of the Waste to Energy Facility. To have replacement valves available during maintenance and repairs, RFQ 5950-23 was issued for their as-needed purchase. Two responses were received and Atlas Boiler, Co. was the low-cost bidder. The initial value blanket award was for one year with the option of four (4) additional one-year renewals. This will be the second renewal.

What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a
consistent level of service to all, to distribute public investment throughout the community and to respond to
gaps in services identified in various City plans.
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?
Not applicable
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.
This work is consistent with annual sudget strategies to mine costs and approved projects in the oryenness.
Council Subcommittee Review
Not applicable
Not applicable

Fiscal Impact	
Approved in Current Year Bu	udget? YES
Total Cost	<b>\$</b> 75,000.00
Current Year Cost	<b>\$</b>
Subsequent Year(s) Cost	<b>\$</b>

### **Narrative**

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

Amount		Budget Account
Expense	<b>\$</b> 75,000.00	<b>#</b> 4490-44100-37148-53210-34002
Select	\$	#

Funding Source Type Program Revenue

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

Yes

Expense Occurrence Recurring

rrinderle@spokanecity.org

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

Approvals		Additional Approvals		
AVERYT, CHRIS	<u>PURCHASING</u>	NECHANICKY, JASON		
FEIST, MARLENE				
ALBIN-MOORE, ANGELA				
HARRINGTON,				
PICCOLO, MIKE				
		v.org		
jsalstrom@spokanecity.org		tprince@spokanecity.org		
	FEIST, MARLENE ALBIN-MOORE, ANGELA HARRINGTON, PICCOLO, MIKE	AVERYT, CHRIS  FEIST, MARLENE  ALBIN-MOORE, ANGELA  HARRINGTON,  PICCOLO, MIKE  mdorgan@spokanecity		

	Base Year VB301492-000	1st Option VB301492-001	2nd Option VB301492-002	
	Valid through 9/19/2023 to 9/18/2024	Vanu 2/12/2024 to	Valid 9/19/2025 to 9/18/2026	
Value Blanket VB-301492	Per bid RFQ 5950-23, Pricing can be adjusted on the anniversary date of the award (9/19/202x) based on Supplier providing back up documentation. Pricing shall remain firm for a period of 6- months. Pricing adjustment requests will be considered every six-months thereafter, any proposed price increases must be fully documented and justified by the Supplier clearly identify the items impacted by the increase and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Supplier's documentation.			
	Unit Price	Unit Price	Unit Price	
PN - 300CMA11-BA22-BB21A0. Unit Pricing Should be inclusive of Top Valve Assembly, regardless, if position is R,L, AW and TO. Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Pricing shall be firm for a period of 6 months, from bid due date. Pricing adjustment requests will be considered on a semi-annual basis thereafter.	\$8,612.87	\$9,465.25	\$10,411.77	
PN - 150SMA21-AA22-BB11A0. Unit Pricing Should be inclusive of Top Valve Assembly, regardless, if position is R,L, AW and TO. Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Pricing shall be firm for a period of 6 months, from bid due date. Pricing adjustment requests will be considered on a semi-annual basis thereafter.	\$4,933.56	\$5,532.37	\$6,085.60	
PN - 200SMA21-AA22-BB11A0. Unit Pricing Should be inclusive of Top Valve Assembly, regardless, if position is R,L, AW and TO. Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Pricing shall be firm for a period of 6 months, from bid due date. Pricing adjustment requests will be considered on a semi-annual basis thereafter.	\$6,107.56	\$6,444.43	\$7,390.14	
PN - 600HMA11-BA22-BB31A0. Unit Pricing Should be inclusive of Top Valve Assembly, regardless, if position is R,L, AW and TO. Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Pricing shall be firm for a period of 6 months, from bid due date. Pricing adjustment requests will be considered on a semi-annual basis thereafter.	\$25,655.67	\$27,067.31	\$29,774.04	
			Namo	
Bob Dowers, bob@nbiatlasboiler.com Office 509 535 1300 / Cell 737 4052	Base Year Pricing Was Per Atlas Boiler Response to RFQ 5950-23		Name Bob Dowers Signature	
	to ki Q 2330-23		Date 04/03/2025	

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#### ← Business Lookup

License Information:

New search Back to results

**Entity name:** ATLAS BOILER & EQUIPMENT CO.

**Business name:** ATLAS BOILER & EQUIPMENT CO INC

Entity type: Profit Corporation

**UBI #:** 601-089-229

Business ID: 001

Location ID: 0002

**Location:** Active

**Location address:** 3815 E TRENT AVE

SPOKANE WA 99202-4422

Mailing address: 3815 E TRENT AVE

SPOKANE WA 99202-4422

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	BUS2012-017			Active	May-31-2026	Jan-15-2019
Richland General Business - Non- Resident	F03			Active	May-31-2026	Sep-04-2013
Spokane General Business	T12040148BUS			Active	May-31-2026	Oct-15-2012
Spokane Valley General Business - Non-Resident	02805			Active	May-31-2026	Apr-26-2004
Yakima General Business - Non- Resident	BL078728			Active	May-31-2026	Jul-30-2014

### Owners and officers on file with the Department of Revenue

Owners and officers

DAVID, LILLIE

DAVID, ROBERT

### **Registered Trade Names**

Registered trade names	Status	First issued
ATLAS BOILER & EQUIPMENT CO INC	Active	Sep-11-2023

**View Additional Locations** 

SPOKANE Agenda Sheet for City Council:		Date Rec'd	6/11/2025	
Committee: PIES Date: 06/16/2025		Clerk's File #	OPR 2023-0896	
Committee Agenda type: Consent			Cross Ref #	
Council Meeting Date: 07/14	/2025		Project #	
Submitting Dept	SOLID WASTE DISPOSA	L	Bid #	PW ITB 5918-23
<b>Contact Name/Phone</b>	CHRIS AVERYT 625-6540		Requisition #	CR 27633
Contact E-Mail	CAVERYT@SPOKANECI	TY.ORG		
Agenda Item Type	Contract Item			
Council Sponsor(s)	KKLITZKE			
<b>Sponsoring at Adminis</b>	nistrators Request NO			
Lease? NO	Grant Related? NO Public Works? YES			YES
Agenda Item Name	4490 CONTRACT RENEWAL FOR BOILER FEEDWATER PUMP SERVICES			

### **Agenda Wording**

Contract renewal 2 of 3 with Bender CCP, Inc. (Portland, OR) for as-needed boiler feedwater pump maintenance and repairs at the3 Waste to Energy Facility from Sept. 1, 2025 - Aug. 31, 2026 and a total cost not to exceed \$150,000.00, plus tax.

### **Summary (Background)**

The Waste to Energy Facility utilizes Sulzer Pumps to supply water to the boilers to be converted into high pressure steam. On June 26, 2023, bidding closed on PW ITB 5918-23 for the as-needed service of these pumps and Bender CCP was selected as the low-cost bidder. The initial contract award was for one year with the option of three (3) additional one-year renewals. This will be the second renewal.

What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a
consistent level of service to all, to distribute public investment throughout the community and to respond to
gaps in services identified in various City plans.
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?
Not applicable
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.
This work is consistent with annual sudget strategies to mine costs and approved projects in the oryenness.
Council Subcommittee Review
Not applicable
Not applicable

Fiscal Impact		
Approved in Current Year Budget? YES		
Total Cost	<b>\$</b> 150,000.00	
Current Year Cost	\$	
Subsequent Year(s) Cost	\$	

### **Narrative**

This is a routine repair and maintenance service expense that is planned for annually in the Solid Waste Disposal budget and is only utilized on an as-needed basis.

Amount		Budget Account
Expense	<b>\$</b> 150,000.00	<b>#</b> 4490-44100-37148-54803-34002
Select	\$	#

Funding Source Type
Funding Source Type
Program Revenue

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

Yes

Expense Occurrence	Recurring
EXPENSE OCCUMENCE	INCCUITING

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

<u>Approvals</u>		Additional Approvals				
Dept Head	AVERYT, CHRIS	<b>PURCHASING</b>	NECHANICKY, JASON			
<b>Division Director</b>	FEIST, MARLENE					
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA					
Legal	HARRINGTON,					
For the Mayor	PICCOLO, MIKE					
Distribution List						
Mike Potter, mpotter@ber	iderccp.com	mdorgan@spokanecity.o	rg			
jsalstrom@spokanecity.org	<u> </u>	tprince@spokanecity.org				
rrinderle@spokanecity.org						



### **City of Spokane**

### CONTRACT RENEWAL 2 of 3

Title: AS-NEEDED PUMP REPAIR

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BENDER CCP, INC.**, whose address is 2315 NW 21st Place, Portland, Oregon 97210 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 Sulzer Boiler Feed Water Pumps On-Site and Off-Site As-Need Maintenance and Repair Services at the Waste to Energy Facility; and

WHEREAS, the initial contract provided for three (3) additional one-year renewals with this being the second of those renewals.

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

#### 1. CONTRACT DOCUMENTS.

The Contract, dated September 20, 2023 and October 5, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

#### 2. EFFECTIVE DATES.

This Contract Renewal shall become effective September 1, 2025 and end August 31, 2026.

#### 3. COMPENSATION.

The City shall pay a maximum additional cost in the amount of **ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00)**, excluding taxes, 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.

25-126

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

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

BENDER CCP, INC.		CITY OF SPOKAN	E
By Signature	Date	By Signature	Date
Type or Print Name		Type or Print Name	2
Title		Title	
Attest:		Approved as to forr	m:
 City Clerk		Assistant City Attor	nov
Attachments that are		eement:	пеу
Exhibit A – Certification	regarding Debai	rment	

2

#### **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

- 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)

ŠPOKANĖ			OKANE - WTEF				
			VA 99224-5400 09 625 6527				
OPR 2023-0896 (PW ITB 5918-23)		OPR 2023-0896		OPR 2023-0897		OPR 2023-0897	
Sulzer Boiler Feed Water Pumps On-site and Off-site "as needed" Maintenance and Repair Services – Public Works Maintenance – On Call	Base Period 9/1/2023 To 8/31/2024		1 Renewal		2 Renewal		
Contractor Performing On-site Services				9/1/2024 To 8/31/2025	9/1/2025 To 8/31/2026		
Removal Boiler Feed Water Pump: "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	\$14,400		\$14,832.00		\$15,277.00		
Installation Boiler Feed Water Pump, "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	\$18,000		\$18,540.00		\$19,096.00		
Bearing Change; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	\$13,320		\$13,719.60		\$14,131.00		
Mechanical Seal Change: "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	\$13,320		\$13,719.60		\$14,131.00		
Balance Drum and Liner Removal and Installation; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	\$14,400		\$14,832.00		\$15,277.00		
Hydraulic Performance and Vibration Testing: "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, equipment required to complete the proposed project in strict accordance with the contract documents.	\$16,920		\$17,427.60		\$17,950.00		
Contractor Providing On-Site Supervision							
Supervision of Removal Boiler Feed Water Pump, "firm fixed price" includes Mobilization and Demobilization, all supervision, and use of special laser tooling.	\$7,400		\$7,622.00		\$7,851.00		
<u>Supervision of Installation Boiler Feed Water Pump</u> , "firm fixed price" includes Mobilization and Demobilization, all supervision, and use of special laser tooling.	\$9,250		\$9,527.50		\$9,813.00		
Supervision of Bearing Change; "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	\$6,845		\$7,050.35		\$7,262.00		

								,	
Supervision of Removal Mechanical Seal Change "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	\$6,845			\$7,050.35			\$7,262,.00		
Supervision of Balance Drum and Liner Removal and Installation, "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	\$7,400			\$7,622.00			\$7,851.00		
<u>Supervision of Hydraulic Performance and Vibration Testing</u> "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	\$8,695			\$8,955.85			\$9,225.00		
In regards to other On-Site Services that were "not listed above"									
that may be required:  Vendor To Define What Constitutes "Straight Time":		M-F 7am - 3	:20nm		M-F 7am - 3:30pm	2		M-F 7am - 3:30pm	1
Vendor To Define What Constitutes "Overtime":			, or 40 hrs. in a week;	Any time over 8h		in a week; Saturdays	Any time over 8h		in a week; Saturdays
Vendor To Define What Constitutes "Double-Time":		Sunday and H	<u> </u>		Sunday and Holida	ys		Sunday and Holida	ys
Vendor's Hourly Rates For On-Site Services	Description	Description	Description	Description	Description	Description	Description	Description	Description
Hourly Rates & Classifications	Straight Time	Overtime	Double Time	Straight Time	Overtime	Double Time	Straight Time	Overtime	Double Time
Onsite Supervisor	\$185	\$277.50	\$370	\$190.55	\$285.83	\$381.10	\$196.27	\$294.41	\$392.53
Onsite Mechanic	\$180	\$270	\$360	\$185.40	\$278.10	\$370.80	\$190.96	\$286.44	\$381.92
Travel	\$180	\$270	\$360	\$185.40	\$278.10	\$370.80	\$190.96	\$286.44	\$381.92
Standby	\$180	\$270	\$360		\$278.10	\$370.80	\$190.96	\$286.44	\$381.92
Percentage Markup For Parts / Materials Above Cost		15%			15%	•		15%	•
Off-Site Services At Vendor's Location									
Vendor To Define What Constitutes "Straight Time":		M-F, 6AM - 2	2:30PM		M-F, 6AM - 2:30PI	М		M-F, 6AM - 2:30PM	И
Vendor To Define What Constitutes "Overtime" :	Anytime ord	der 8hrs in a day Saturda	y, or 40 hrs. in a week, ays	Anytime order 8hrs in a day, or 40 hrs. in a week, Saturdays			Anytime order 8hrs in a day, or 40 hrs. in a week, Saturdays		
Vendor To Define What Constitutes "Double-Time":		Sunday and H	Holidays	Sunday and Holidays			Sunday and Holidays		
Vendor's Hourly Rates For Off-Site Services	Description	Description	Description	Description	Description	Description	Description	Description	Description
Hourly Rates & Classifications	Straight Time	Overtime	Double Time	Straight Time	Overtime	Double Time	Straight Time	Overtime	Double Time
Supervisor	\$185	\$277.50	\$370	\$190.55	\$285.83	\$381.10	\$196.27	\$294.41	\$392.53
Mechanic	\$180	\$270	\$360	\$185.40	\$278.10	\$370.80	\$190.96	\$286.44	\$381.92
Percentage Markup For Parts / Materials Above Cost		15%		15%				15%	
Ground Freight Cost Would Be Prepay and Add	<u> </u>	Prepay &	Add		Prepay & Add			Prepay & Add	
Bender CCP, Inc Mr. Pete Weaver				Nan				Pete W	eaver
Phone 503 853 6487			per Bender CCP, Inc ITB 5918-23				Signature	Pete (	Veaver
pweaver@benderccp.com	<u> </u>	response to PW ITB 5918-23					Date	3/28/25	

Washington State Department of Revenue

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#### < Business Lookup

**License Information:** New search Back to results BENDER CCP, INC. Entity name: BENDER CCP Business name: Entity type: **Profit Corporation** UBI#: 604-395-964 001 **Business ID:** Location ID: 0001 Location: Active Location address: 2150 E 37TH ST VERNON CA 90058-1417 Mailing address: PO BOX 847 BENICIA CA 94510-0847 Excise tax and reseller permit status: Click here Secretary of State information: Click here **Endorsements** Details First issuance date **Endorsements held at this location** License # Count Status **Expiration date** Aug-03-2023 Spokane General Business - Non-Active Sep-30-2025 Owners and officers on file with the Department of Revenue Owners and officers Title POTTER, MICHAEL **Registered Trade Names** Registered trade names Status First issued S & S WELDING Oct-07-2021 Active

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 4/2/2025 8:38:21 AM

#### Contact us

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### CERTIFICATE OF LIABILITY INSURANCE

3/11/2025

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).

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER		CONTACT NAME: Certificate Department				
Arthur J. Gallagher Risk Management Services, LLC 2121 N. California Blvd., Suite 350 Walnut Creek CA 94596		PHONE (A/C, No, Ext): 925-299-1112	FAX (A/C, No): 925-925	5-0328		
		E-MAIL ADDRESS: GSC_Construction_Certrequests@AJG.com				
		INSURER(S) AFFORDING COVERAGE		NAIC#		
	License#: 0D69293	INSURER A: Travelers Property Casualty Co of Am	nerica	25674		
Bender CCP, Inc. 2150 East 37th Street	UNICMEC-02	ınsurer в : Indian Harbor Insurance Company	36940			
		INSURER c : The Travelers Indemnity Company of	25682			
Benicia CA 94510		INSURER D :				
		INSURER E :				
		INSURER F:				
COVERAGES CERTIFICATE NUM	BER: 1693562728	REVISION NU	MBER:			
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						

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.

	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)	LIMIT	S
A	Х	COMMERCIAL GENERAL LIABILITY	Υ	Υ	Y-660-4W505673-T <b>I</b> L-25	3/10/2025	3/10/2026	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
								MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	Х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
1		OTHER:							\$
С	AUT	OMOBILE LIABILITY	Υ	Υ	810-4W504246-25-14-G	3/10/2025	3/10/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	Х	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	Χ	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
Α	Х	UMBRELLA LIAB X OCCUR			CUP-4W505925-25-14	3/10/2025	3/10/2026	EACH OCCURRENCE	\$ 10,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,000,000
		DED X RETENTION \$ 10,000							\$
Α		RKERS COMPENSATION EMPLOYERS' LIABILITY		Υ	UB4W50450A-25-14-G	3/10/2025	3/10/2026	PER OTH- STATUTE ER	
	ANYI	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Mar	ICER/MEMBEREXCLUDED?						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
В		ution Liability ution Liability			PEC003714113	3/10/2025	3/10/2026	Each Occurrence Aggregate	10,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Excess / Umbrella follows form over the general liability, auto and employers' liability policies.

RE: Bid Number PW ITB 5918-23; Sulzer Boiler Feed Water Pumps On-site and Off-site "as needed" Maintenance and Repair Services – Public Works Maintenance – On Call; Bender job # 221-1363; Customer PO # 126924 REV.#2; S2022 Unit 2B Boiler Feed Pump Rebuild; Project Location: FS – Springerville Generating Station, Springerville, AZ; Shop – Bender CCP's Vernon, CA facility; Solid Waste Disposal ADDITIONAL INSURED(S): City of Spokane, its officers and employees, all of the parties

CERTIFICATE HOLDER	CANCELLATION		
City of Spokane	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
808 W. Spokane Falls Blvd. Spokane WA 99201	Lay he Tour		

**UMBRELLA** 

Policy Number: CUP-4W505925-25-14

# EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, IN PART, 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.
- 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 settlements for damages that are "underlying covered by that 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. such However. if "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Insurance. Liability anv 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 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**

- 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 В **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.
- 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 -

Policy Number: CUP-4W505925-24-14 UMBRELLA

**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:
  - 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.
- 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.
- 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

- 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

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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:

- 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:

- 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 "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 180<sup>th</sup> 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 180<sup>th</sup> 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:

- Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
- Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
- 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:
  - 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:

- 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.

#### 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
- 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 supervision, hiring, wrongdoing in the 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 the supervision, in 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 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 websites 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.
- We will mail or deliver our notice to such first Named Insured's last mailing address known to us.

- 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 preceeding the date the payment is processed.

# F. DUTIES REGARDING AN EVENT, OCCURRENCE. CLAIM OR SUIT

- 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.

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- 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 "selfinsured 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
- Within one year after final settlement of all claims under this insurance.

#### I. EXTENDED REPORTING PERIOD OPTION

- 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 premium additional 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.** Anv inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not safety inspections. We do make 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

- No person or organization has a right under this insurance:
  - 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 "underlying insurance" solely 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,

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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.
- 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

- 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:

- 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:

- 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 INSUREDS

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

- 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

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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.
- "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**:
  - "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:
    - 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".
- "Employee" includes a "leased worker"."Employee" does not include a "temporary worker".
- "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 to be caused deemed by "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**:

- "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.

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- 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.

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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:

- (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 WHOLESALERS

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.

- 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

- H. Blanket Additional Insured Governmental Entities – Permits Or Authorizations Relating To Operations
- 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:

- 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;
- 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;

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- An organization, other than a partnership, joint venture or limited liability company;
- 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:

- 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
- Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

# E. BLANKET ADDITIONAL INSURED = CONTROLLING INTEREST

 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:

- 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

- The following replaces Paragraph b. of the definition of "occurrence" in the DEFINITIONS Section:
  - 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.

 The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Policy Number: Y-660-4W505673-TIL-25

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.
- 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:

- Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related fumishing 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

- The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
  - c. Any easement or license agreement;
- Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

### 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:

- 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**

- "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:
  - 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.

POLICY NUMBER: 810-4W504246-25-14-G COMMERCIAL AUTO

### THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

### **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**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 the 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. Limitations and exclusions may apply to these coverages. 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

- A. BROAD FORM NAMED INSURED
- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

### **PROVISIONS**

### A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. 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. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

### C. EMPLOYEE HIRED AUTO

The following is added to Paragraph A.1.,
 Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employees" name, with your permission, while performing duties related to the conduct of your business.

- The following replaces Paragraph b. in B.5.,
   Other Insurance, of SECTION IV BUSI-NESS AUTO CONDITIONS:
  - b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
    - (1) Any covered "auto" you lease, hire, rent or borrow; and
    - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employees" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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

# E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

- The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
  - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- 2. The following replaces Paragraph A.2.a.(4), of SECTION II COVERED AUTOS LIABIL= ITY COVERAGE:
  - (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.

### F. HIRED AUTO – LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
  - (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
  - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
  - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
  - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II COVERED AUTOS LIABILITY COVERAGE.
  - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance

### **G. WAIVER OF DEDUCTIBLE - GLASS**

The following is added to Paragraph D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced

## H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident"

# I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III — PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type

### J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III — PHYSICAL DAMAGE COVERAGE:

### **Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto"

This coverage applies only in the event of a total theft of your covered "auto"

No deductibles apply to this Personal Property coverage

### K AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III — PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- **b**. The airbags are not covered under any war ranty; and
- c. The airbags were not intentionally inflated

We will pay up to a maximum of \$1,000 for any one "loss"

# L NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss"

### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV — BUSINESS AUTO CONDITIONS:

### 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 signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

### N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. How ever this provision does not affect our right to col-lect additional premium or exercise our right of cancellation or non-renewal.

**COMMERCIAL AUTO** 

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** 

### **PROVISIONS**

The following is added to Paragraph A.1.c., Who
 Is An Insured, of SECTION II – COVERED
 AUTOS LIABILITY COVERAGE:

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 Covered Autos 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 B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. 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 the 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.



### WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A) - 001

POLICY NUMBER: UB-4W50450A-24-14-G

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

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.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

### **Schedule**

Person or Organization
ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED
PRIOR TO LOSS TO FURNISH THIS
WAIVER.

**Job Description** 

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 3/10/2025

Policy No. UB-4W50450A-25-14-G

Endorsement No. Premium

Insured: Bender CCP, Inc.

Insurance Company: Travelers Property Casualty Co of America

DATE OF ISSUE: 3/10/2025 ST ASSIGN: Page 1 of 1