

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Eighth** Updated Proclamation **20-28.8**, dated **July 31, 2020**, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through **September 1, 2020**.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **August 31, 2020**. Open Forum will not be held and all testimony must be related to the legislative items on the agenda.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling **1-408-418-9388** and entering the access code _____ for the 3:30 p.m. Briefing Session or _____ for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

To participate in virtual public comment:

Sign up to give testimony at <https://forms.gle/RtcIKb2tju6322BB7>. You must sign up in order to be called on to testify. The form will be **open at 5:00 p.m. on Monday, August 31, 2020, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit *3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit *3 again.

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

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

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at the first open forum more often than once per calendar month.**

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

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items not currently on the current or advance Council agendas. No person shall be permitted to speak in open forum regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view from residents of the City of Spokane, no person shall be permitted to speak at the first open forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month.. There is no limit on the number of regular legislative agenda items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

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

Rule 5.3 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B. No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. In order for a Council member to be recognized by the Chair for the purpose of obtaining the floor, the Council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- C. Each person speaking at the public microphone shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a Council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in Robert's Rules of Order, newly revised, shall extend to all speakers before the City Council. The City Council Policy Advisor and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

Rule 5.4 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on items on the Council's consent agenda, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
 - 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time shall be granted to the designated
 - 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses there to shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, AUGUST 31, 2020

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER BETSY WILKERSON

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

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

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel.

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|---------|------------------------------|
| 1. Value Blanket with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for the purchase of boiler tubes for use at the Waste To Energy Facility from November 1, 2020, through October 31, 2021—annual cost not to exceed \$650,000 (incl. tax).
Chris Averyt | Approve | OPR 2020-0670
ITB 5313-20 |
| 2. One-year Value Blanket Extension with Linn Machine & Manufacturing, Inc. (Spokane Valley, WA) to refurbish metal refuse and recycling dumpsters—estimated annual expenditure \$550,000 (incl. tax).
Dustin Bender | Approve | OPR 2016-0649
BID 4254-16 |
| 3. Contract with Knight Construction & Supply, Inc. (Deer Park, WA) for the purchase and installation of a roof fall protection system at the Waste To Energy Facility from August 15, 2020, through December 31, 2020—\$94,672.21 (incl tax).
Chris Averyt | Approve | OPR 2020-0671
RFB 20-107 |

- | | | |
|---|------------------------------|---------------|
| 4. First Amendment/Extension of the Amended Water Supply Agreement with the City of Airway Heights for short-term supplemental emergency water from the City of Spokane. (Deferred from August 17, 2020, Agenda)
Scott Simmons | Approve | OPR 1984-0475 |
| 5. Purchase of property, casualty, and cyber insurance for the City for the period of September 1, 2020, to August 31, 2021—\$2,383,856.
Mike Ormsby | Approve | OPR 2020-0674 |
| 6. Report of the Mayor of pending: | Approve & Authorize Payments | |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2020, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | | CPR 2020-0002 |
| b. Payroll claims of previously approved obligations through_____, 2020: \$_____. | | CPR 2020-0003 |
| 7. City Council Meeting Minutes: _____, 2020. | Approve All | CPR 2020-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)
(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

OPEN FORUM – WILL NOT BE HELD

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35857 passed by the City Council December 16, 2019, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C35930 **Forfeiture and Contributions Fund**
FROM: Various accounts, \$114,200;
TO: Various accounts, same amount.

(This action allows budgeting to increase Forfeiture budget to be used towards law enforcement equipment.) (Council Sponsor: Council Member Kinnear)

Eric Olsen

ORD C35931 General Fund
FROM: Unappropriated Reserves, \$500,000;
TO: Traffic Calming Measures, same amount.

and

Traffic Calming Measures Fund
FROM: Transfer from General Fund, \$500,000;
TO: Reserve for Budget Adjustment, same amount.

(This action allows reimbursement to the Traffic Calming Measures Fund for the transfer of Traffic Calming Funds to the Police Department related to 2019.) (Council Sponsor: Council Member Mumm)
Council Member Mumm

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2020-0063 Setting hearing before the City Council for September 28, 2020, for the vacation of the alley between Bismark and Central, from Sycamore to Julia, as requested by Thomas Kostelecky. (Council Sponsor: Council President Beggs)
Eldon Brown

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35932 Amending Ordinance C34840 that vacated the Alley between Cowley Street and Grant Street from East Riverside Avenue South to Alley. (Council Sponsor: Council President Beggs)
Eldon Brown

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for August 31, 2020
(per Council Rule 2.1.2)

OPEN FORUM – WILL NOT BE HELD

ADJOURNMENT

The August 31, 2020, Regular Legislative Session of the City Council will be held and is adjourned to September 14, 2020.

NOTE: There is no meeting scheduled for Monday, September 7, 2020, as this day is the designated Labor Day Holiday. A regularly scheduled City Council meeting will not be held on Tuesday, September 8, 2020.

NOTES



Agenda Sheet for City Council Meeting of:
08/31/2020

Date Rec'd	8/19/2020
Clerk's File #	OPR 2020-0670
Renews #	
Cross Ref #	
Project #	
Bid #	ITB 5313-20
Requisition #	VALUE BLANKET

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	CHRIS AVERYT 625-6540
Contact E-Mail	CAVERYT@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4490 VALUE BLANKET FOR THE PURCHASE OF BOILER TUBES AT THE WTE

Agenda Wording

Value blanket with Helfrich Brothers Boiler Works, Inc., for the purchase of boiler tubes for use at the WTE Facility from November 1, 2020 through October 31, 2021 for a total annual cost not to exceed \$650,000.00 including tax.

Summary (Background)

A ready supply of boiler tubes must be available for quick response to repair tube failures and for regular maintenance of the boilers at the WTE. On July 30, 2020 bidding closed on ITB 5313-20 for an as-needed annual supply of these boiler tubes, including the fabrication of u-bends. Helfrich Brothers Boiler Works, Inc., of Lawrence, MA, was the lowest cost, responsible bidder. The value blanket will be for one year with the possibility of four (4) one-year renewals.

<u>Fiscal Impact</u>		Grant related? NO	<u>Budget Account</u>	
		Public Works? NO		
Expense	\$	650,000.00	#	4490-44100-37148-53210-34002
Select	\$		#	
Select	\$		#	
Select	\$		#	
<u>Approvals</u>			<u>Council Notifications</u>	
<u>Dept Head</u>		AVERYT, CHRIS	<u>Study Session\Other</u>	PIES 8/24/20
<u>Division Director</u>		SIMMONS, SCOTT M.	<u>Council Sponsor</u>	CP Beggs
<u>Finance</u>		WALLACE, TONYA	<u>Distribution List</u>	
<u>Legal</u>		ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>		ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>			tprince@spokanecity.org	
<u>Purchasing</u>		PRINCE, THEA	rrinderle@spokanecity.org	
			caveryt@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Value Blanket for the Purchase of Boiler Tubes For Use at the WTE.
Date:	August 24, 2020
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org, 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Scott Simmons, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the value blanket for boiler tubes, without which the WTE would not be able to continue uninterrupted operations.
Background/History: <p>Pre-fabricated boiler tubes are a necessary item to have available on site at the Waste to Energy Facility so that worn boiler tubes can be replaced quickly in the event of a failure or during scheduled maintenance outages.</p> <p>On July 30, 2020 bidding closed on ITB 5313-20 for an annual supply of these boiler tubes, including the fabrication of u-bends, as-needed for the WTE Facility. Helfrich Brothers Boiler Works, Inc., of Lawrence, MA, was the lowest cost, responsible bidder. Other responses received from The Babcock & Wilcox Company, Boiler Tube Company of America and Technology International, Inc.</p> <p>The value blanket with Helfrich Brothers will be for a one year period, beginning on November 1, 2020 and ending on October 31, 2021 with the possibility of four (4) one-year renewals. The anticipated annual cost is \$650,000.00, including taxes.</p>	
Executive Summary: <ul style="list-style-type: none"> Value blanket to be issued from ITB 5313-20 for as-needed boiler tubes at the WTE Facility. Helfrich Brothers Boiler Works was the lowest cost, responsible bidder. Term for one year from November 1, 2020 through October 31, 2021 with four (4) one-year renewals. Annual anticipated cost of \$650,000.00 including taxes. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 7/6/2020

Type of expenditure: Goods ☒ Services ☐

Department: Solid Waste Disposal

Approving Supervisor: Chris Averyt

Amount of Proposed Expenditure: \$650,000.00

Funding Source: SWD Budget: 4490-44100-37148-53210-34002

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

This expenditure is for a value blanket that supplies pre-fabricated boiler tubes for the Waste to Energy Facility. It is necessary to have these available so that worn tubes can be replaced quickly in the event of a failure or during scheduled maintenance outages. There are often long lead times to source the stainless steel for the tubes and it takes additional time to cut and bend them, so orders need to be placed far in advance.

What are the impacts if expenses are deferred?

Without a ready supply of these tubes, a failure could result in an extended period of down time which would result in a significant loss of electrical generation revenue.

What alternative resources have been considered?

These are stainless steel tubes cut and bent to the facility's specifications. Repairs are done to these tubes whenever possible, but they eventually need replaced. There are no other alternative resources.

Description of the goods or service and any additional information?

Value blanket for the purchase of stainless steel boiler tubes that are pre-cut and bent to the Waste to Energy Facility's specifications. Quantities purchased are on an as-needed basis.

Person Submitting Form/Contact: Michelle Dorgan

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

[Signature]

9C36E337699244Z...

Bid Response Summary

Bid Number ITB 5313-20
Bid Title Boiler Tubes to include Fabrication of U-Bends, Annual Supply
Due Date Monday, August 3, 2020 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Helfrich Brothers Boiler Works Inc.
Submitted By Robert Gutierrez - Thursday, July 30, 2020 6:34:35 PM [(UTC-08:00) Pacific Time (US & Canada)]
 rgutierrez@hbbwinc.com 9786837244

Comments**Question Responses**

Group	Reference Number	Question	Response
CONTACT INFORMATION			
	#1	Please provide Name, Telephone Number & e-mail address of person who is preparing the response to this Invitation to Bid.	Mike Barney 978-683-7244 mbarney@hbbwinc.com
TERMS AND CONDITIONS			
	#1	Bidder accepts the Terms & Conditions of in accordance with the document so named in the 'Documents' tab. If bidder elects not to accept the Terms and Conditions as written and attached, the City may deem you non-responsive.	I acknowledge
PERCENTAGE OFF DISCOUNT			
	#1	Percentage discount off list to be provided by vendor for additional tube related items not listed in the Pricing tab but may be realized are needed at a later point in time.	Any additional quantities over the original requirements, HBBW will offer an 5% discount on the list pricing. This assume normal shipping.
PAYMENT TERMS			
	#1	Supplier acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I acknowledge
	#2	Supplier agrees to accept payment by Credit Card with no additional charges/fees	I acknowledge
DELIVERY - F.O.B. Delivery Point			
	#1	Waste to Energy Facility, S 2900 Geiger Blvd., Spokane WA 99224	I acknowledge

#2	We (I) will deliver complete _____ days after receipt of PO:	1 to 2 weeks after receiving PO
#3	I understand that all FREIGHT CHARGES are the responsibility of the winning supplier.	I acknowledge
#4	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder	I acknowledge
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT		
#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	I acknowledge
#2	City of Spokane Business Registration Number	603344193
ADDITIONAL ITEMS		
#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	I acknowledge
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE		
#1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I Acknowledge
#2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I Acknowledge

#3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.	I Acknowledge
#4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I Acknowledge
MINORITY BUSINESS ENTERPRISE		
#1	Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	IS NOT
SMALL BUSINESS		
#1	Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	IS NOT
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	I certify
INTERLOCAL PURCHASE AGREEMENTS		

#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
ACCEPTANCE PERIOD		
#1	Bids must provide sixty (60) days for acceptance by the City from the due date for receipt of Bids.	I acknowledge
CONTRACT PERIOD		
#1	The initial contract shall be for one year (1) year period beginning approximately November 1, 2020 through September 30, 2021.	I acknowledge
#2	Bidder acknowledges that successful Bidder must have a proven ability to provide provided Boiler Tubes to include Fabrication of U-Bends that meet specification over the one-year period. The City of Spokane Waste To Energy plant 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
RENEWAL		
#1	Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.	I acknowledge
PRICING - FIRM PRICE		
#1	Pricing submitted on bid must be a firm price per unit and remain firm for first year of the original contract term. Upon renewal or the anniversary date the vendor can request price changes with adequate justification.	I acknowledge
PRICING DECREASES		
#1	During the contract period and any renewals thereof, price decreases at manufacturer's and wholesaler's levels shall be reflected in a contract price reduction to the Purchaser retroactive to the Vendor's effective date.	I acknowledge
DELIVERY DEFAULT		

#1	A. The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor. B. When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Vendor will be required to pay any differences in cost.	I acknowledge
PCB CERTIFICATION		
#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
#3	If so were PCBs found at a measureable level?	Don't Know
#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Don't Know
#5	If so attach the results or note from whom the results can be obtained.	
#6	Do you have reason to believe the product contains measureable levels of PCBs?	No
#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
GENERAL INSTRUCTIONS		
#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I acknowledge
#2	Time is of the essence in the performance of this contract.	I acknowledge
#3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I acknowledge
#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	I acknowledge

#5	The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote deemed to be in the best interest of the City.	I acknowledge
#6	The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I acknowledge
#7	Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered.	I acknowledge
#8	Safety Data Sheets (SDS) must be included with Bid Proposal forms if applicable.	I acknowledge
#8.1	Upload Safety Data Sheets here if applicable	
#9	(MTR's) material test reports must be included for all material upon delivery.	I acknowledge
#9.1	Upload Material Test Reports here	Example MTR.pdf
#10	References are to be included with Bid Proposal forms. Bidder shall furnish names, addresses, telephone numbers, and email addresses of representatives of at least three companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two references which most nearly apply. References must be located in similar climates.	City of Spokane, 4-5 Year agreement. Eco-Maine, Kevin Trytek- Trytek@ecomaine.org NAES Hartford, Chad West- Chad.West@naes.com
SPECIAL INSTRUCTIONS - GENERAL		
#1	Any questions regarding this Invitation to Bid must be submitted through the "Clarifications" tab.	I acknowledge
#2	Quantities and types of tube requirements shown are estimates only and are not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process.	I acknowledge
#3	Should additional tube related items, other than those currently listed, become needed Vendor shall provide percentage off list.	Any additional quantities over the original requirements, HBBW will offer an 5% discount on the list pricing. This assume normal shipping.
#4	Vendor to provide discount percentage(s) and minimum quantity needed if any discounts apply based on order volume.	Any additional quantities over the original requirements, HBBW will offer an 5% discount on the list pricing. This assume normal shipping.
#5	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane.	Letter city spokane Boiler tube ITB 5313-20.pdf

#6	Vendor shall ensure deliveries to the Waste to Energy Facility, Shipping and Receiving, S. 2900 Geiger Blvd., Spokane, Washington, 99224 are to be made from 7:30 a.m. to 2:30 p.m., Monday through Friday. (NOTE: DELIVERIES SHOULD BE RECEIVED BY 2:30 P.M.) Deliveries made outside these hours may be arranged occasionally on a case by case basis; Vendors must provide order confirmations for each deliver requested providing estimated delivery date. All vendors will be held responsible to comply with the established receiving program. Any overtime costs incurred due to the supplier's non-compliance with the delivery schedule will be billed to the supplier at current rates. The City of Spokane also reserves the right to add delivery locations, if needed, within the city limits.	I acknowledge
#7	Any Boiler Tube Items that do not meet description specifications will not be acceptable. If the bidder's product is unsatisfactory but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the City will be reimbursed for any associated costs, and at the City's option, a new supplier will be used. Any equipment damage, down time, labor charges, fines, or any other costs caused by material that does not meet specifications or was not delivered on time, will be assumed by the supplier.	I acknowledge
#8	If the product differs from the provisions contained herein, these differences must be explained in detail.	
#9	Suppliers found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge
#10	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.	I acknowledge
#11	Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.	I acknowledge
#12	Federal and State laws governing this product and its final certification must be satisfied.	I acknowledge
#13	It shall be the Supplier's responsibility to conform to all Federal Standards for certification.	I acknowledge
#14	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of the purchase order.	I acknowledge

#15	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.	Acknowledged:
#16	Awarded Supplier is provide City Of Spokane WTEF with as built drawing of Superheater Wide Loop Tube 2"x0.240MW; U-Bend #SA213TP310H 2.00" x .240MW - Tubes will be bent 180 degrees on a 4.25" radius. Tube centers will be 8.5", each leg will have 5" of straight from the bend tangent. The as-built drawings will become the property of the City of Spokane and should be marked as such.	I Acknowledge
#17	Awarded Supplier is provide City Of Spokane WTEF with as built drawing of Swaged Tube - 2.5" OD x .240" MW to 2.0" OD x .304" MW #SA213TP310H. The as-built drawings will become the property of the City of Spokane and should be marked as such	I Acknowledge
#17.1	From the "Documents Tab", Bidder has reviewed Atch-1 Photo of Swaged Tube	I Acknowledge
18	Awarded Supplier is provide City Of Spokane WTEF with Tube, SA213TP310H 2.0" x 0.240 19' length - Boiler Tube - All required ASME Code Material Specifications to be continuously marked along the length of the tube. Each end beveled 37 1/2 degrees & capped.	I acknowledge
19	Awarded Supplier is provide City Of Spokane WTEF with Tube, SA213TP310H 2.50" x 0.240 19' length - Boiler Tube - All required ASME Code Material Specifications to be continuously marked along the length of the tube. Each end beveled 37 1/2 degrees & capped.	I acknowledge
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
#1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
PRODUCT - QUANTITIES ARE ALL "MORE OR LESS" - AS NEEDED								

#1	<p>Superheater Wide Loop Tube 2"x0.240MW; U-Bend #SA213TP310H 2.00" x .240MW - Tubes will be bent 180 degrees on a 4.25" radius. Tube centers will be 8.5", each leg will have 5" of straight from the bend tangent, the bends will be solution annealed</p>	Base	ea	6.00	\$248.00	\$1,488.00	\$248 per piece
#2	<p>Swaged Tube - 2.5" OD x .240" MW to 2.0" OD x .304" MW #SA213TP310H - All required ASME Code Material Specifications to be continuously marked along the length of the tube. All tube ends to be capped</p>	Base	ea	6.00	\$245.00	\$1,470.00	\$245 per piece
#3	<p>Tube, SA213TP310H 2.0" x 0.240 19' length - Boiler Tube - All required ASME Code Material Specifications to be continuously marked along the length of the tube. Each end beveled 37 1/2 degrees & capped.</p>	Base	ea	100.00	\$845.00	\$84,500.00	\$845 per piece

#4	Tube, SA213TP310H 2.50" x 0.240 19' length - Boiler Tube - All required ASME Code Material Specifications to be continuously marked along the length of the tube. Each end beveled 37 1/2 degrees && capped.	Base	ea	100.00	\$970.00	\$97,000.00	\$970 per piece
Total Base Bid	\$184,458.00						

HB "A Tradition of Quality Since 1948" **HELFRICH BROTHERS**

39 Merrimack Street
Lawrence, Massachusetts 01843
Tel.: 978 683-7244 Fax: 978 683-0790
Web site: hbbwinc.com.

Date July 24, 2020

Ship To: Solid Waste Disposal -City of
Spokane 2900 S. Geiger Blvd.
Spokane WA 99224

Reference Letter- For City of Spokane: Boiler Tubes

Quotation Ref # RFQ ITB 5313-20

Helfrich Brothers Boiler Works Inc. (HBBW) has been supplying this same blanket order for the past five (5) years and haven't miss any delivery dates HBBW is the only tube supplier in the U.S. that stock this tubing HBBW has over 10,000 LF of both diameters of this boiler tubing in stock. This will protect the Solid Waste Facility if there was to be any type of emergency. Our lead time on tubing is as fast as 5-6 days for trucking. Any additional quantities over the original requirements, HBBW will offer an 5% discount on the list pricing. This assume normal shipping.

Item # 1 Superheater Loop 2" OD x .240" mwt. SA213TP310H. Tube will be bent 180 degrees on a 4.25" radius tube centers will be 8.5" leg. Each tube end will be beveled, capped, and taped.

Qty. 6 Cost each \$ 248.00

Item # 2 Superheater Swaged Tube 2'5" OD x .240 mwt. Swaged to 2" OD x .304 mwt. Boiler tube material is SA213TP310H. Both ends will be beveled, capped, and taped.

Qty. 6 Cost each \$ 245.00

Item # 3 Superheater boiler tubing. 2" OD SA213TP310H x .240 mwt. Tube length will be 19 ft. long. Each tube will be beveled 37 ½ degrees, capped and taped. Tube will be package in wooden crate to protect the tubes. All required MTR paperwork will be provided.

Qty. 100 Cost each \$ 845.00

Item # 4 Superheater boiler tubing. 2 ½" OD SA213TP310H x .240 mwt. Tube length will be 19 ft. long. Each tube will be beveled 37 ½ degrees, capped and taped. Tube will be package in wooden crate to protect the tubes. All required MTR paperwork will be provided

Qty. 100 Cost each \$ 970.00

The above pricing includes freight.

The above pricing does not include sales tax

The pricing is good for the one-year contact period.

Sincerely yours,

Michael Barney
HBBW

HB

"A Tradition of Quality Since 1948"

HELFRICH BROTHERS

Material Receiving Inspection Report

A.S.M.E. CODE PROJECTS

RECEIVING REPORT NUMBER 758Purchase Order No. 3072 Job No. 20-119 Supplier: Primrose AlloysInspected By: Perry Location: Outside Date: 2-24-20

Plate:



Material Spec. _____

Heat No. _____

Slab/Coil No. _____ Qty: _____

T-1 _____ T-2 _____

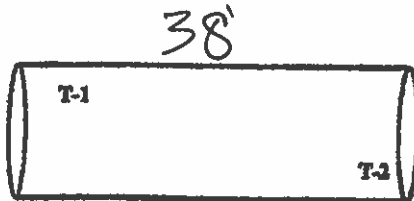
T-3 _____ T-4 _____

Visual Inspection: _____

Material Markings Verified: _____

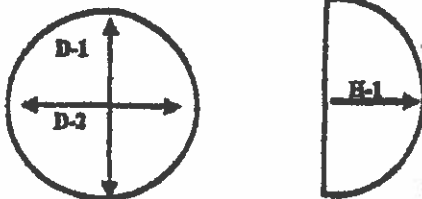
(Record Markings Below)

Pipe / Tube:

Material Spec. SA-213Heat No. 11X 830 Qty: 212T-1 .25 T-2 .25OD 2.00Visual Inspection SetOut of Roundness: Yes ☒ No ☐Material Markings Verified: ☒

(Record Markings Below)

Head:



Material Spec _____

Heat No. _____ Qty: _____

Hot formed _____ Cold Formed _____

D-1 _____ D-2 _____

H-1 _____ Tk _____

Visual / Out of Roundness _____

Material Markings Verified: _____

Template Check: _____

(Record Markings Below)

RECORD ALL ORIGINAL MATERIAL MARKINGS:

Tusco SS Smls ASTM A213 / ASME SA 213 TP310H
 2.000 ODX 0.240 MWT x 38' Heat no. 11X830 China

Quality Control Manager _____

Date MAR 03 2020



MILL TEST CERTIFICATE
ISO 9001:2008/ EN10204 3.1

CUSTOMER:

PO: 8570 (1st)

GRADE: ASTM A213/ASME SA213; TP310H

COMMODITY: STAINLESS STEEL SEAMLESS TUBE

CONDITION: COLD FINISH / SOLUTION TREATED/PICKLED/PLAIN END

DATE: 9 JAN 2020
CERTIFICATE NO.: TC20200103 01

HEAT NO.: 11X830

CHEMICAL COMPOSITION (%)

ELEMENTS		C	Si	Mn	P	S	Ni	Cr	Mo	Ti	Cu	N	Co
SPEC	MIN	0.04					19.0	24.0					
	MAX	0.08	1.00	2.00	0.045	0.030	22.0	26.0			0.3		
RESULTS		0.054	0.57	0.7	0.028	0.001	19.22	24.65			0.24		

PHYSICAL PROPERTIES

Dimensions			Quantity		Tensile Properties			Hardness		Flattening	Flaring	Grain Size	Hydrostatic	I.C.T A262E	EDDY CURRENT TEST (100%)
OD (INCH)	W.T (INCH)	LENGTH (FT)	FT	KG	Y.S 0.2% MPa	T.S MPa	EL ≥ 35(%)	HRB	80max						
2.000	0.240	38	7752	16868	230	620	62	✓	75	OK	OK	/		OK	OK
2.000	0.240	38	304	662	230	620	62	✓	75	OK	OK	/		OK	OK

REMARKS:

AS PER ASTM A213-186/ASME SA213-19
IN COMPLIANCE TO NACE MR0175/MR0103
SOLUTION HEAT TREATMENT: 1050 °C X 1.5m/min
NO WELD REPAIR WAS PERFORMED
FREE FROM MERCURY CONTAMINATION
FREE FROM RADIATION CONTAMINATION
IC TESTING ACCORDANCE TO ASTM A262 E-SATISFACTORY
COUNTRY OF ORIGIN: CHINA
RoHS COMPLIANT
PMI TESTING DONE.
MATERIAL TEST CERTIFICATES TO EN 10204/3.1

APPROVED
DATE: 03 MAR 2020

Verified IAW ASME Section II

Part A Edition 2019

Material Spec: 2-2 SA-213

Date: 2-25-20 QCT: 72 B 211

MANAGER OF QUALITY ASSURANCE DEPARTMENT

Q.A. PASSED

Liu Kai Jieh



OCM

DATE MAR 03 2020

HR

Example MTR For Reference Only

A.S.M.E. CODE PROJECTS

MATERIAL TRACE CODE _____ (if applicable)

Purchase Order No. _____ Job No. Wheelabrator Stock Supplier: _____

Inspected By: Perry Location: Outside Date: 5-21-19

Plate:



Material Spec. _____

Heat No. _____

Slab/Coil No. _____ Qty: _____

T-1 _____ T-2 _____

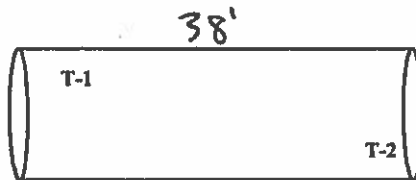
T-3 _____ T-4 _____

Visual Inspection: _____

Material Markings Verified: _____

(Record Markings Below)

Pipe / Tube:



Material Spec. SA-213 TP310H

Heat No. C3901433 Qty: 15

T-1 .24 T-2 .24

OD 2.57

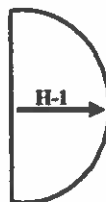
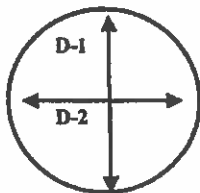
Visual Inspection Sub

Out of Roundness: Yes No

Material Markings Verified: ✓

(Record Markings Below)

Head:



Material Spec _____

Heat No. _____ Qty: _____

Hot formed _____ Cold Formed _____

D-1 _____ D-2 _____

H-1 _____ Tk _____

Visual / Out of Roundness _____

Material Markings Verified: _____

Template Check: _____

(Record Markings Below)

TS TG

RECORD ALL ORIGINAL MATERIAL MARKINGS:

ASME SA-213M-17 ϕ 63.5x6.1x115 82 TP310H

C3901433 W219032008

W-C LC19030107

Quality Control Manager

5/31/19


INSPECTION CERTIFICATE

订货单位 CUSTOMER	张家港舜东节能科技有限公司	产品名称 Product	无缝钢管 Seamless Tube	牌号 Grade	IP310H	执行标准 Standard	ASME SA-213M-17
收货单位 PURCHASER	张家港舜东节能科技有限公司	交货状态 Condition	固溶 酸洗 Solution annealed and pickled	合同号 Contract No.	68287-4		

序号	料号	批号	规格	件数	支数	长度	重量	化学成分 (熔块)	化学成分 (wt%)	Si	Mn	P	S	Cr	Ni
No.	Heat No	Batch No.	Dimensions (mm)	Number of Packages	Quantity	Length (m)	Weight (t)	Chemical Composition							
1	C290017	W219021713	63.5*1*15B2	3	41	—	4.376		0.054	0.49	1.36	0.025	0.001	24.32	19.63
2	C2901433	W219022008	63.5*1*15B2	3	36	—	3.790		0.042	0.66	1.37	0.025	0.002	24.36	19.97
3	C2901436	W219022113	63.5*1*15B2	1	15	—	1.672		0.053	0.55	1.33	0.025	0.002	24.45	19.94
										合计: total:					
										9.738					

序号	检测项目	检测标准	检测结果	化学成分 (质量分数)	C	Si	Mn	P	S	Cr	Ni
1	常温屈服强度 R _m at 300K (MPa)	ASTM A370	515	ASTM A370	0.01	0.75	2.00	0.010	0.010	24.00	19.00
2	常温抗拉强度 R _m at 300K (MPa)	ASTM A370	530	ASTM A370	0.01	0.75	2.00	0.010	0.010	24.00	19.00
3	冲击功 K _{CV} at 300K (J)	ASTM A370	50	ASTM A370	0.01	0.75	2.00	0.010	0.010	24.00	19.00

序号	晶间腐蚀试验 Intergranular Corrosion Test	晶粒度 Grain Size	铁屑试验 Flattening Test	扩口试验 Expansion Test	外相试验 VT	尺寸检验 Dimensions	超声波探伤 UT	液波试验 ET	水压试验 HT
1	—	ASTM E112	ASTM A370	ASTM A370	(送交)	(送交)	ASTM E213	ASTM E426	—
2	—	合格OK	合格OK	合格OK	合格OK	合格OK	合格OK	合格OK	—
3	—	合格OK	合格OK	合格OK	合格OK	合格OK	合格OK	合格OK	—

Verified IAW ASTM Section II
Part A Edition 2011
Material Spec: 3A-2B
Date: 5-31-19 **QC:** 

APPROVE

RECEIVED
 OCH X
 DATE 5/3/03

[illegible]

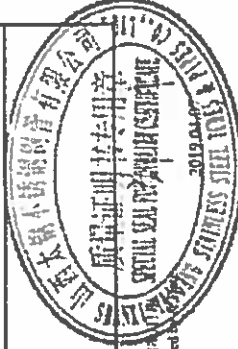
The facts clearly indicate that material obtained herein has manufactured and tested with satisfactory results in accordance with the requirements of the above material specifications.



1.92710M64



中国冶金企业家协会 中国钢铁企业家协会 中国有色金属工业协会
Siamsteel Steel Eco-Industrial Park,
Tanyang Shany P.R.China / in c/c: 010-6040000



**Agenda Sheet for City Council Meeting of:**

08/31/2020

Date Rec'd	8/19/2020
Clerk's File #	OPR 2016-0649
Renews #	

Submitting Dept	SOLID WASTE COLLECTION	Cross Ref #	
Contact Name/Phone	DUSTIN 625-7806	Project #	
Contact E-Mail	DDBENDER@SPOKANECITY.ORG	Bid #	4254-16
Agenda Item Type	Contract Item	Requisition #	VALUE BLANKET
Agenda Item Name	4500 ONE-YEAR EXTENSION OF VALUE BLANKET TO REFURBISH METAL		

Agenda Wording

One-year extension to the Value Blanket Contract with Linn Machine & Manufacturing, Inc. (Spokane Valley, WA) to refurbish metal refuse and recycling dumpsters -- estimated annual expenditure \$550,000 (including tax).

Summary (Background)

Solid Waste Collection owns, maintains and operates an inventory of metal refuse/recycling containers and roll off boxes (collectively referred to as "dumpsters"). These dumpsters require maintenance and restoration to maximize their functional lifespan. Bid # 4254-16 was issued to 35 firms that possibly engage in metal fabrication services. Linn Machine & Manufacturing, Inc. was awarded the contract. The original contract was for one-year with the option to renew for four (4) additional

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 495,000 estimated	# 4500-45100-37148-54803-19020
Expense	\$ 55,000 estimated	# 4500-44200-37148-54803-19017
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BENDER, DUSTIN D.	<u>Study Session\Other</u>	PIES 08/24/2020
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	ddbender@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	rschoonover@spokanecity.org	
<u>Additional Approvals</u>		jsalstrom@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	Tax & Licenses	
		tprince@spokanecity.org	
		rich@linnmachine.com (Richard Linn, President)	

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works / Solid Waste Collection 4500
Subject:	One-year contract extension with Linn Machine & Manufacturing, Inc.
Date:	August 01, 2020
Author (email & phone):	Dustin Bender / ddbender@spokanecity.org. / 509.625.7806
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Solid Waste Collection's Operating Budget
Strategic Initiative:	Sustainable Resources
Deadline:	Current contract extension expires August 31, 2020.
Outcome: (deliverables, delivery duties, milestones to meet)	Seeking approval by City Council for funding of a one-year extension of the value blanket contract for refurbishing services on City owned metal refuse/recycling containers and roll off boxes – annual estimated expenditure \$550,000 (including tax).
<p><u>Background/History:</u></p> <p>Solid Waste Collection owns, maintains and operates an inventory of metal refuse/recycling containers and roll off boxes (collectively referred to as “dumpsters”). These dumpsters are provided to customers as part of their service. This extension will ensure that Solid Waste Collection has an inventory of dumpsters available for new account growth, exchanges, replacements and special events.</p> <p>The City has contracted with Linn Machine & Manufacturing since 2016 with highly satisfactory results; dumpsters are returned in “like new” condition. Refurbishing worn dumpsters uses fewer resources which has a positive impact on the environment, extends their useful life and costs less than purchasing new dumpsters.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • Bid #4254-16 was issued in 2016 to 35 companies that possibly engage in metal fabrication services. Two “no bid” responses were received in addition to Linn Machine & Manufacturing's bid. • The initial contract term was for one year, with option to renew for four additional one-year periods. This extension is the fourth and final provided for in the original contract. • Annual expenditures for refurbishing services have increased over the last several years of this contract due account growth and significant steel price escalations. Commercial accounts have grown on average 9.9% per year over the past three years due to a good economy and real estate market, ongoing construction and city annexations. This year, there has been a small decrease in commercial accounts due to the pandemic but those numbers have already shown improvement. • The original contract request was \$300,000. An additional \$30,000 (10%) was added in June 2017, with an addendum for \$100,000 approved in July 2017, totaling \$430,000. • The first extension request was \$300,000. An additional \$30,000 (10%) was added in March 2018, with an addendum for \$150,000 approved in July 2018, totaling \$480,000. • The second extension request was \$450,000. An additional \$45,000 (10%) was added in July 2019, totaling \$495,000. 	

- The third and current extension request was for \$550,000. An additional \$55,000 (10%) was added in July 2020, totaling \$605,000. In addition to steel costs escalating, the increase this term was partially due to additional dumpsters being refurbished as customers changed their dumpster sizes or suspended their service during the pandemic to meet their needs.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required:

Known challenges/barriers:



Expenditure Control Form

All Expenditures \$100,000 or more

Today's Date: 07/21/20	Type of expenditure: Services ▼
Department: 4500 Solid Waste Collection	
Approving Supervisor: Dustin Bender	
Amount of proposed Expenditure: \$550,000 estimated annual amount	
Funding Source: Solid Waste Collection Utility Rates	
Please verify correct funding sources. Please indicate breakdown if more than one funding source.	
Why is this expenditure necessary now?	
This is an ongoing service that has been necessary since the implementation of commercial collection. As metal dumpsters and roll-off containers wear out, they can be refurbished to like new quality instead of being discarded.	
What are the impacts if expenses are deferred?	
We would potentially have to purchase new containers which are more expensive and/or risk having an inadequate inventory for customer account growth, size changes and replacements. If we do not have an sufficient inventory of dumpsters, we would need to service some customers more often resulting in overtime and additional wear on collection trucks. Extra hours worked and on the road increases the safety risks to our employees, especially during hot weather and rush hour traffic. Customers without the proper size of containers usually have overloading which is an eyesore to the public and creates sanitation issues.	
What alternatives resources have been considered?	
None; it is more expensive to purchase new metal containers and a waste of resources by not refurbishing the existing ones.	
Description of the goods or service and any additional information.	
A local vendor refurbishes small dumpsters and roll-off containers into like new condition. This is a materials and labor contract which includes a mild mark up on materials and an hourly rate for labor. We are highly satisfied with the quality of work performed by this vendor over the last four years. This is the final contract extension provided for in the original contract. We will need to go out to bid for these services in 2021.	
Person Submitting Form/Contact: Rachel Schoonover (x7886) & Dustin Bender (x7806)	
CITY ADMINISTRATOR APPROVAL:	BUDGET APPROVAL:
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>



City of Spokane

**CONTRACT EXTENSION 4 OF 4
WITH COST**

Title: **REFURBISH REFUSE/RECYCLING CONTAINERS
AND ROLL OFF BOXES**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **LINN MACHINE AND MANUFACTURING, INC.**, whose address is 3808 North Sullivan Road, Building N7, Spokane Valley, Washington, 99216 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 for the City **Refurbishing of Metal Refuse/Recycling Containers and Roll Off Boxes**; and*

WHEREAS, additional time is required, and thus the Contract time for performance needs to be formally extended by this written document.

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

1. CONTRACT DOCUMENTS.

The Original Contract executed by the parties on September 1, 2016 and September 26, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on September 1, 2020

3. EXTENSION.

The contract documents are hereby extended and shall run through August 31, 2021.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$550,000.00)** for everything furnished and done under this Contract Extension.

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

LINN MACHINE AND MANUFACTURING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

20-131

**Agenda Sheet for City Council Meeting of:**

08/31/2020

Date Rec'd	8/19/2020
Clerk's File #	OPR 2020-0671
Renews #	
Cross Ref #	
Project #	
Bid #	RFB 20-107
Requisition #	CR# 21869

Submitting Dept	ASSET MANAGEMENT
Contact Name/Phone	CHRIS AVERYT 625-6540
Contact E-Mail	CAVERYT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5900 INSTALLATION OF ROOF ANCHOR SYSTEM FOR THE WTE

Agenda Wording

Proposed contract with Knight Const. & Supply, Inc. (Deer Park, WA) for the purchase and installation of a roof fall protection system at WTE. The contract term is effective August 15, 2020 through December 31, 2020. Cost is \$94,672.21 (incl tax).

Summary (Background)

RFB 20-107 was issued and Knight Const. & Supply, Inc. was the low cost bidder. During maintenance of the WTE Boiler building and Turbine Hall Roof fans, employees are exposed to openings created in the roof to expose the fan hardware. This opening presents a fall hazard and the fan hardware exceeds OSHA's weight limits for personnel lifting thus presenting a lifting hazard. Currently, there are insufficient anchor points when openings exist, and there are no devices for lifting the heavy equip.

<u>Fiscal Impact</u>	Grant related? NO Public Works? YES	<u>Budget Account</u>
Expense	\$ \$94,672.21	# 4490-44900-94000-56203
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	STEELE, DAVID	<u>Study Session\Other</u> PIES 8-24-2020
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u> Breean Beggs
<u>Finance</u>	WALLACE, TONYA	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	dstele@spokanecity.org; ewickert@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	laga@spokanecity.org; mdorgan@spokanecity.org
<u>Additional Approvals</u>		lpratt@spokanecity.org; cavertyt@spokanecity.org
<u>Purchasing</u>	PRINCE, THEA	jsalstrom@spokanecity.org; ablain@spokanecity.org
		David Knight - dave@knightconst.com

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Roof Anchor Installation at the Waste to Energy Facility
Date:	August 24, 2020
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org, 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Scott Simmons, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval to install a roof anchor/fall arrest system at the Waste to Energy Facility in order to keep the employees safe during maintenance.
Background/History: <p>During maintenance of the WTE Boiler building and Turbine Hall Roof fans, employees are exposed to openings created in the roof to expose the fan hardware. This opening presents a fall hazard and the fan hardware exceeds OSHA's weight limits for personnel lifting thus presenting a lifting hazard. Currently, there are insufficient anchor points when openings exist, and there are no devices for lifting the heavy equipment.</p> <p>RFB 20-107 was issued for the purchase and installation of this equipment and Knight Const. & Supply, Inc. of Deer Park, WA was the low cost bidder. The contract term will be from August 15, 2020 through December 31, 2020 with a cost of \$94,672.21.</p>	
Executive Summary: <ul style="list-style-type: none"> Contract with Knight Const. & Supply for the Installation of a roof fall protection system at the Waste to Energy Facility per their response to RFB 20-107. The scope to include purchase and installation of all hoist and fall protection equipment on the roof of the turbine hall and boiler building. Contract term from Aug. 15, 2020 to Dec. 31, 2020. Cost of project is \$94, 672.21. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 7/27/2020

Type of expenditure: Goods ☐ Services ☒

Department: Solid Waste Disposal

Approving Supervisor: Chris Averyt

Amount of Proposed Expenditure: \$94,672.21

Funding Source: SWD Budget-4490-44900-94000-56203

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

The City needs a safe way to maintain and repair roof exhaust fans. During maintenance on the WTE Boiler building and Turbine Hall Roof fans employees are exposed to openings created in the roof to expose the fans hardware. This opening presents a fall hazard and the fan hardware exceeds OSHA's weight limits for personnel lifting thus presenting a lifting hazard. Currently there is no fall protection equipment for when the openings exist nor lifting devices for lifting the heavy material.

What are the impacts if expenses are deferred?

We would lose the function of the building's roof fans if there is no safe way to accomplish repairs.

What alternative resources have been considered?

There are no alternative resources available.

Description of the goods or service and any additional information?

Installation of a Miller PFA post fall arrest system with Jib arms for lifting and bunking for equipment staging and maintenance efforts at the Waste to Energy Facility.

Person Submitting Form/Contact: Larry Pratt

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:



City of Spokane

PUBLIC WORKS CONTRACT

**Title: INSTALLATION OF ROOF ANCHOR
SYSTEM FOR THE WTE**

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

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled Waste to Energy Facility Roof Anchor System, selected via RFB 20-107.

2. CONTRACT DOCUMENTS.

The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor's Scope of Work (Exhibit B) and WTE Facility Additional Information (Exhibit C). These contract documents are on file in the Asset Management 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. TERM.

The term of this Contract begins on August 15, 2020, and ends on December 31, 2020, unless amended by written agreement or terminated earlier under the provisions.

4. TERMINATION.

Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

5. COMPENSATION/PAYMENT.

A. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **NINETY FOUR THOUSAND SIX HUNDRED SEVENTY TWO AND 21/100 DOLLARS (\$94,672.21)**, including sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

B. PAYMENT. The Contractor will send its applications for payment to the Asset Management Department, 808 West Spokane Falls Blvd., Spokane, Washington 99201. All

invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.

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

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

8. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

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

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

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

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

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

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; 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 thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as “Additional Insured”** specifically for Contractor’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

13. **SUBCONTRACTOR RESPONSIBILITY.**

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW,

which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
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.
3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.

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

15. **EXECUTIVE ORDER 11246.**

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during

employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. 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.

17. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

18. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City

Administrator, no later than five (5) business days after the assignment.

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

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

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

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

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

24. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 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. 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.

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

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

28. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

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

KNIGHT CONSTRUCTION & SUPPLY, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:
Exhibit A - Certification Regarding Debarment
Exhibit B – Scope of Work
Exhibit C - WTE Facility Additional Information

20-118

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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



City of Spokane Invitation To Bid

Project Title: RFB 20-107 Waste to Energy Facility Roof Anchor System

SECTION I. BID PREPARATION AND EVALUATION

1. A pre-bid conference will be held on July 9, 2020 at 9:30am & 1pm. The location will be WTE Facility 2900 S Gelger-This is a MANDATORY conference, you MUST RSVP to Laura Aga at laga@spokanecity.org.
2. **BID PREPARATION.** Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized person of the Contractor's firm. If errors are made, the corrections shall be initialed by the person signing the Bid.
3. **SUBMISSION OF BIDS.** Submit one (1) copy of the Bid by 1 pm on 7/17/20 to Laura Aga at laga@spokanecity.org or 808 W Spokane Falls Blvd, 6th floor, Spokane, WA 99201.
4. **CONTRACTOR'S REPRESENTATION.** The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.
5. **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.
6. **AWARD OF CONTRACT.** Award of contract, when made by the City, will be to the low responsive-responsible Contractor. Unsuccessful firms will not automatically be notified of results.
7. **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.
8. **REJECTION OF BIDS.** The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.
9. **REGISTERED CONTRACTOR.** The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.
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.
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.
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.



City of Spokane Invitation To Bid

SECTION II. GENERAL REQUIREMENTS

1. **SCOPE OF WORK.** Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified Work.
2. **PROJECT CONTACT.** The Project contact for the City of Spokane is:

Name:	Ernest Wickert
Department:	Asset Management
Phone:	509-625-7788
Email:	ewickert@spokanecity.org
3. **COMPLETION TIME.** All Work under the contract shall be started after the date of Notice To Proceed (NTP). Work once started shall be completed by December 31, 2020.
4. **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 of N/A for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Work is unfinished by the completion date.
5. **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.
6. **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 amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law.
 - 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.
7. **PERMITS.** The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.
8. **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 to Work, which has been abused or neglected by the City.
9. **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.
10. **INSURANCE.** During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):
 - a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
 - b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract;



City of Spokane Invitation To Bid

- 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 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 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 insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

11. **PERFORMANCE BOND.** 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 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 39.08.010.

12. **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 Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).
- B. 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 State prevailing wages for this Project is 7/17/20.

- C. 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.
13. **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 any 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 the Work; provided the following conditions are met:
- a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L & I).
 - b. On contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security.
 - c. No claims, as provided by law, have been filed against the Retainage.

In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.



City of Spokane Invitation To Bid

SECTION III. TECHNICAL REQUIREMENTS

1. 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 described Work.
2. ATTACHMENTS. The following file(s) has been added as an attachment to help explain the scope of work.
DuraHoist Instruction Manual, WTE Roof Safety & Work Improvements, WTEF Plant Layout, WTEF Plant Roofs Sectioned
3. SCOPE OF WORK.

Due to the restrictions of COVID-19, there are additional requirements for the Pre-Bid Conference. Please see attachment A.

Scope of Work is attached as Attachment B.

Additional Safety requirements are attached as Attachment C.



City of Spokane Invitation To Bid

BID

TO: CITY OF SPOKANE, WASHINGTON
PROJECT NAME: RFB 20-107 Waste to Energy Facility Roof Anchor System

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:

BASE BID:	\$ <u>86,935.00</u>	Alt 1 Description or Delete	
SALES TAX (8.9 %)	\$ <u>7,737.21</u>	(Include Retail Sales Tax)	\$
TOTAL BASE BID PRICE:	\$ <u>94,672.21</u>	Alt 2 Description or Delete	
TRENCH SAFETY SYSTEM, if excavation greater than four feet (4') deep:	\$ <u>.00</u>	(Include Retail Sales Tax)	\$
		Alt 3 Description or Delete	
		(Include Retail Sales Tax)	\$

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No.	<u>KNIGHCS2810N</u>
U.B.I. Number	<u>600 074 664</u>
Washington Employment Security Department Number	<u>357105-00-6</u>
Washington Excise Tax Registration Number	<u>600 074 664</u>
City of Spokane Business Registration Number	<u>T12001102BUS</u>

As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from
L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020. (☒ YES) (☐ NO)

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

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond.
(☒ YES) (☐ NO)

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM NAME: Knight Const. & Supply, Inc.
SIGNATURE: *David A. Knight*
TITLE: David A. Knight, Vice-President PHONE: 509-276-2229
ADDRESS: 2601 E 6th Street, Deer Park, WA 99006



City of Spokane Invitation To Bid

SUBCONTRACTOR LIST OPTIONAL USE

PROJECT TITLE: RFB 20-107 Waste to Energy Facility Roof Anchor System

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE: (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. _____

☒ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

July 17, 2020

Date



Signature of Authorized Representative



CITY OF SPOKANE – PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
509-625-6251

NADINE WOODWARD
MAYOR

July 9, 2020

ADDENDUM NO.1

RFB #20-107 WTE Facility Roof Anchors

This Addendum is being issued to distribute information and questions/answers presented at the pre-bid meeting.

NOTE: Please email any additional questions to laga@spokanecity.org by 12:00, July 14, 2020. A compilation of questions from both pre-bid conferences will be sent out by 5:00 pm on July 14, 2020.

Please see attached drawings (2) showing elevations of the boiler building and the turbine hall roofs.

Q. Is a Bid Bond required?

A. No

Laura Aga
Contracts/Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Knight Const. & Supply, Inc.

Company

Authorized Signature



CITY OF SPOKANE – PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
509-625-6251

NADINE WOODWARD
MAYOR

July 14, 2020

ADDENDUM NO.2

RFB #20-107 WTE Facility Roof Anchors

This Addendum is being issued to distribute information and questions/answers presented at the pre-bid meeting and emailed. Please remember to sign and attach all addendums to your bid packet.

Notes: Please see Attachments (4)

Q. Where would the staging area be?

A. Can use the Lime delivery area.

Q. Crane usage?

A. Crane usage in regards to FAA requirements - WTE does not have anything to cover the use of a crane onsite. The contractor will need to contact FAA to determine if they need obtain a permit/permission for the work they are performing.

Q. Will exhaust fan need modification?

A. No

Q. Supports on drawing say temporary, clarify.

A. Bunking is permanent, usage is temporary.

Q. Is the contractor required to supply the retractable for each jib?

A. No. For clarity the jib will be used for lifting the fan shroud assembly and the contractor is responsible to verify drawing dimensions are correct for the intended purpose of lifting the fan shroud assembly. Also the contractor will provide and install a Miller PFA fall arrest system on each roof, the Miller PFA post shall be interchangeable between fan assembly on the associated roof. One PFA post shall be located on each roof elevation for a total of two Miller PFA post systems. The retractable to be used with the Miller PFA systems is not part of this quote.

Q. Is the contractor required to perform CWI (certified Weld inspections) on all shop or field welds?

A. The contractor is responsible to provide certified welders certified on the material and style of welding being performed and comply to AIS, IBC, AWS codes and standards and all shop or field welds shall be identified on shop drawings as stated in the engineered drawings provided by TD&H Engineering for the City of Spokane roof fall protection project.

Q. Is the contractor required to paint the support stands, jib sockets, miller bases or perform any touch up paint on the existing WF beams we are welding the support stands too?

A. Yes

Q. Is there any record of the existing roofing metal (Style, Profile, Color)?

A. Roof metal color is to match existing current color with equal or better than original coating. The construction color was "from the color legend attached on drawing 01-24-204.3" item 1- slurry Beige (Sherwin Williams I 42). Roof metal design is best described as "preformed standing seam metal roofing" as provided in the Spec Structural doc. And drawing 01-104-109.3 Provided in attachments.

Q. Is the contractor responsible for removed the existing turbine fans?

A. It is our desire that the lifting jib and bunking system will be tested and this will be demonstrated by the contractor. The city will chose one assembly on each roof to be tested.

Q. Does the owner have an engineer's estimate for the work to be complete?

A. No.

Laura Aga

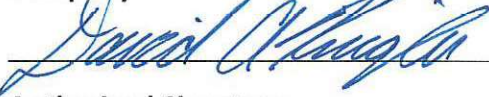
Contracts/Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Knight Const. & Supply, Inc

Company



Authorized Signature

EXHIBIT B

WASTE TO ENERGY FACILITY

2900 S. GEIGER

ANCHOR SYSTEM SCOPE

The City Of Spokane is requesting bids for installing Miller portable fall arrest post bases as per scope and drawings. Building and installing equipment bunking, jibs and jib sockets for lifting and storing fans and motors as per drawings and scope.

CONTRACTOR TO READ AND FOLLOW INFORMATION SUPPLIED IN WTEF PLANT SAFETY FOLDER, (sign and return the contractor visitor Onsite declaration) PRIOR TO WALK THROUGH.

Safety:

The Contractor shall be responsible for adhering to the WTEF's Safety Program guidelines as well as implementing and maintaining their own safety program while working at the WTEF. The Contractor will be required to participate in the Facility's safety orientation prior to any work activities at the WTEF.

The Contractor shall upon request provide proof of an established lead abatement program.

The WTEF Lock-Out/Tag-Out (LOTO) system shall be used by all contractors during all work activities. The Contractor shall use their own hard locks as part of these LOTO procedures.

Mobilization

Mobilization

Shall include all activities and associated costs for transportation of contractor's personnel, equipment, tooling, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the contractor's operations at the site unless otherwise

Demobilization

Demobilization shall include all activities and costs for transportation of personnel, equipment, tooling, and supplies not required or included in the contract from the site; including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this contract.

If additional mobilization and or demobilization activities and costs are required during the performance of the contract as a result of an approved work change order, all costs related to the work change order must have been captured in the work change order and approved by the city in advance.

CONTRACTOR TO FOLLOW DRAWING AS PER STATED ON FIRST SHEET NOTES

General:

The Contractor shall furnish all supervision, administration, labor, tools, materials and all necessary supplies and incidentals to complete the service described herein, unless other arrangements are agreed upon in specific work scope. A City of Spokane time sheet including

date and shifts work was performed, names and job titles of those performing work, hours worked on each job code and under what pay code they were worked under (ST/OT/DT) will be submitted daily in electronic form unless otherwise agreed upon. The time sheet shall be submitted for the previous day prior to the next shift commencing. All time and material pay requests will be processed from these time sheets. The City will sign contractor/vendor forms for submission to their companies for use at their facilities but will only accept the City's official time sheets for pay requests on time and material worked onsite. All work will be discussed and agreed upon prior to start of work. For reimbursement purposes, any material or incidental purchasing and or procurement shall be pre-approved by the City prior to purchase. All time other than straight time must be pre-authorized by the City. The City and the Contractor will devise a plan acceptable to both parties on all points discussed here prior to work start, any deviations must be pre-authorized and submitted on the City's work scope change order form. The city will provide engineered drawings for the requested work but the contractor is responsible to

Verify all measurements and seek understanding of the scope prior to execution of scope.

THIS IS A PREVAILING WAGE PROJECT.

BOILER ROOF:

CONTRACTOR MUST INSTALL $\frac{3}{4}$ " PLYWOOD IN WORK AREAS PRIOR TO STARTING WORK TO PROTECT EXISTING ROOF AND REMOVE WHEN DONE.

BUILD AND INSTALL 4 SUPPORT STANDS AS PER DRAWING

BUILD AND INSTALL 4 JIB SOCKETS AS PER DRAWING

Supply and install 4 MILLER BASES (DH-AP-5) AS PER DRAWING AND MANUFACTUERER SPECIFICATIONS

BUILD AND INSTALL ONE JIB AS PER DRAWING

PROVIDE ONE MILLER PFA POST (DH-AP-PFA)

TURBINE ROOF:

CONTRACTOR MUST INSTALL $\frac{3}{4}$ " PLYWOOD IN WORK AREAS PRIOR TO STARTING WORK TO PROTECT EXISTING ROOF AND REMOVE WHEN DONE.

BUILD AND INSTALL 2 SUPPORT STANDS AS PER DRAWING

BUILD AND INSTALL 2 JIB SOCKETS AS PER DRAWING

Supply and INSTALL 2 MILLER BASES (DH-AP-5) AS PER DRAWING AND MANUFACTUERER SPECIFICATIONS

BUILD ONE JIB AS PER DRAWING FOR FANS

BUILD AND INSTALL ONE JIB AS PER DRAWING FOR ROOF ENTRY LOCATION MOTOR LIFTING

PROVIDE ONE MILLER PFA POST (DH-AP-PFA)

Roof fall protection project

Turbine hall roof system:

	Straight Time Rate			Overtime Rate			Double Time Rate		
Labor Classification	Straight Time Rate	Estimate# of Hrs	Total Labor \$	Overtime Rate	Estimate# of Hrs	Total Labor \$	Double Time Rate	Estimate# of Hrs	Total Labor \$

1. Bill of Material Plus Cost \$ _____
 Vendor must provide a materials price breakdown on an item by item basis

2. Mob and Demob \$ _____

3. PPE \$ _____

4. Per Diem Total \$ _____

5. Applicable Sales Tax - 8.9% \$ _____

Total for Turbine hall roof \$ _____

Boiler Building roof system:

	Straight Time Rate			Overtime Rate			Double Time Rate		
Labor Classification	Straight Time Rate	Estimate# of Hrs	Total Labor \$	Overtime Rate	Estimate# of Hrs	Total Labor \$	Double Time Rate	Estimate# of Hrs	Total Labor \$

1. Bill of Material Plus Cost \$ _____
 Vendor must provide a materials price breakdown on an item by item basis

2. Mob and Demob \$ _____
 3. PPE \$ _____
 4. Per Diem Total \$ _____
 5. Applicable Sales Tax - 8.9% \$ _____
 \$ _____

Total for Boiler Building roof \$ _____

Extended roof fall protection project total cost projection

Exhibit C

The contractor is responsible for any scaffolding, platform or set up needs. In addition to the contractors requirement to obtain all needed regulatory permits IE...state or local building permits, the contractor will also need to obtain appropriate WTE site specific permits for work relating to the project when said work falls under any of the WTE facility own site specific programs, for examples LOTO, electrical, and hotwork programs are some examples of site specific permits under the safety program.

Any walkways or scaffolding will be temporary, no plans to leave a catwalk for access. Here is the link to the safety video. <https://vimeo.com/194591363/b5e0552df3>. Also attached is the contractor safety sheet to sign when they have completed the video and our contractor safety and environmental programs to adhere to.

Thanks,



Larry Pratt

City of Spokane

Waste-To-Energy Facility

Shift Supervisor

509.625.6509 (office)

509.625.6511 (Fax)

lpratt@spokanecity.org

Washington State Department of Revenue

[Services](#)[Business Lookup](#)

KNIGHT CONST. & SUPPLY, INC.

License Information:

[New search](#)[Back to results](#)**Entity name:** KNIGHT CONST. & SUPPLY, INC.**Business name:** KNIGHT CONST. & SUPPLY, INC.**Entity type:** [Profit Corporation](#)**UBI #:** 600-074-664**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 2601 E 6TH ST
DEER PARK WA 99006-5381**Mailing address:** 2601 E 6TH ST
DEER PARK WA 99006-5381**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Minor Work Permit				Active	Jul-31-2021	Jul-21-1995
Spokane General Business - Non-Resident				Active	Jul-31-2021	Oct-15-2012

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

Governing people	Title
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KNIGHT, DAVID

KNIGHT, DOUGLAS J

The Business Lookup information is updated nightly. Search date and time: 7/31/2020 1:46:42 PM

Working together to fund Washington's future



KNIGCON-01

CLONGINOTTI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2020

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

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

PRODUCER Spokane Office PayneWest Insurance, Inc. 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	CONTACT NAME: PHONE (A/C, No, Ext): (509) 838-3501 FAX (A/C, No): (509) 838-3511 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A : Zurich American Insurance Company	
INSURER B : American Guarantee and Liability Ins Co	
INSURER C : Berkley Assurance Company	
INSURER D :	
INSURER E :	
INSURER F :	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	GLA025920202	8/19/2019	8/19/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA STOP GAP \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	GLA025920202	8/19/2019	8/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			AUC025920402	8/19/2019	8/19/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liab			PCADB500938919	8/19/2019	8/19/2020	Limit 5,000,000
C	Pollution			PCADB500938919	8/19/2019	8/19/2020	Limit 5,000,000

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

Re: RFB 20-107 Water to Energy Facility Roof Anchor System

The City of Spokane, its officers and employees are additional insured per attached forms. Coverage is primary and non contributory. Waiver of subrogation applies.

CERTIFICATE HOLDER City of Spokane 808 W Spokane Falls Blvd, 6th Floor Spokane, WA 99201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLA0259202-02	08/19/2019	08/19/2020		09939000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: KNIGHT CONSTRUCTION & SUPPLY, INC.

Address (including ZIP Code):

2601 E 6th St

Deer Park, WA 99006

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. 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 failure to render, any professional architectural, engineering or surveying services including:

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

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

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

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

D. For the purposes of the coverage provided by this endorsement:

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

Primary and Noncontributory insurance

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

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
- 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is excess over:

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

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

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

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

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

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

All other terms and conditions of this policy remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.

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

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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):

A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS, HOWEVER, A GENERAL AGGREGATE LIMIT DOES NOT APPLY TO ANY CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP UP OR ANY OTHER CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

EACH LOCATION, OTHER THAN CONSTRUCTION PROJECTS, OCCUPIED BY THE NAMED INSURED.

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 operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location 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 Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" 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 Location 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 operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location 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 Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLA0259202-02	08/19/2019	08/19/2020		09939000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

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

The following are also "insureds":

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

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

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

B. Amendment – Supplementary Payments

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

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

C. Fellow Employee Coverage

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

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or 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 leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

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 under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

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

PERFORM

CONTRACTOR'S PROTECTIVE, PROFESSIONAL, POLLUTION, CYBER, MEDIA AND MITIGATION RESPONSE POLICY

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY (EXCEPT FOR COVERAGE C). SUBJECT TO ITS PROVISIONS, THIS POLICY (EXCEPT FOR COVERAGE C) APPLIES ONLY TO CLAIMS WHICH ARE FIRST MADE BY OR AGAINST YOU DURING THE POLICY PERIOD OR THE OPTIONAL EXTENDED REPORTING PERIOD, IF APPLICABLE, AND FIRST REPORTED IN WRITING TO US IN THOSE PERIODS OR THE AUTOMATIC EXTENDED REPORTING PERIOD. UNLESS SPECIFICALLY PROVIDED OTHERWISE, CLAIM EXPENSES ARE INCLUDED WITHIN AND REDUCE THE LIMIT OF LIABILITY, AND ARE SUBJECT TO ANY APPLICABLE SELF-INSURED RETENTION.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Words and phrases that appear in bold print, excluding caption headings, have special meanings that are defined in the Definitions of this Policy.

The words "we," "us" and "our" mean the Insurer listed on the Declarations of this Policy. The words "you" and "your" mean any person or entity described in the Definition of **Insured**.

In consideration of the payment of the premium, and in reliance upon the statements made in the application, materials, and information provided by you, which are incorporated into this Policy, form a part hereof, and are a representation upon which this Policy has been issued, we agree with you as follows:

I. INSURING AGREEMENT

A. Protective Indemnity

We shall indemnify you for **Protective Loss** on a **Protective Claim** as established by final judgment or settlement to which we agree in writing, in excess of collectible **Recoverable Insurance**, provided that:

1. the **Protective Claim** arises out of:
 - a. a negligent act, error or omission in the rendering of or failure to render **Professional Services**; or
 - b. a **Pollution Condition** resulting from the performance of **Contractor Activities**;
 by the **Responsible Entity** that were rendered or performed on or after the **Retroactive Date** and before the end of the **Policy Period**; and
2. the **Protective Claim** for such **Protective Loss** is first made by you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and reported in writing by you to us during one of those periods or the Automatic Extended Reporting Period; and
3. prior to the effective date of the first policy insuring this type of **Protective Claim** issued to you, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances which could give rise to **Protective Loss**; and
4. you made all reasonable efforts to recover your **Protective Loss** from the **Responsible Entity**.

B. Professional Liability

We will defend you against any **Professional Claim** (as provided in Section III.A. of this Policy) and pay on your behalf all **Damages** and **Claim Expense** for that **Professional Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Professional Claim** arises out of an actual or alleged negligent act, error or omission in the rendering of or failure to render **Professional Services** by you, or by a **Responsible Entity** for whom you are legally responsible, on or after the **Retroactive Date** and before the end of the **Policy Period**; and
2. the **Professional Claim** is first made against you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and reported in writing by you to us during one of those periods or the Automatic

Extended Reporting Period; and

3. prior to the effective date of the first policy insuring this type of **Professional Claim** issued to you, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances which could give rise to a **Professional Claim**.

C. Contractor Pollution Liability

We will defend you against any **Pollution Claim** (as provided in Section III.A. of this Policy) and pay on your behalf for all **Pollution Loss** and **Claim Expense** for that **Pollution Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Pollution Claim** arises out of an actual or alleged **Pollution Condition** that results from the performance of **Contractor Activities** by you, or by a **Responsible Entity** for whom you are legally responsible; and
2. the **Pollution Claim** is for **Bodily Injury** or **Property Damage** that occurs during the **Policy Period**, or for **Cleanup Costs** for a **Pollution Condition** that occurs during the **Policy Period**, provided that:
 - a. progressive, continuous, intermittent or indivisible **Bodily Injury** or **Property Damage**, or **Pollution Condition(s)** for which **Cleanup Costs** are incurred, shall be deemed to have occurred only on the date of first exposure to the **Pollution Condition**, which is
 - i. for **Bodily Injury**, the date of first exposure of any person to that **Pollution Condition**; or
 - ii. for **Property Damage** or **Cleanup Costs**, the date the **Pollution Condition** first commenced.
 - b. If the date of the first exposure cannot be immediately determined to have been within this **Policy Period**, and you have no liability insurance incepting prior to the inception of this Policy that provides pollution liability coverage for the subject **Contractor Activities** (regardless of whether the insurance covers this **Pollution Claim**), and the **Bodily Injury**, **Property Damage** or **Pollution Condition** for which **Cleanup Costs** are incurred continues to exist during the **Policy Period**, the date of the first exposure shall be deemed to have occurred only on the inception date of the first policy we issued insuring you for the subject **Contracting Activities** for this type of **Pollution Claim**. No more than one policy issued by us can be applicable to the **Pollution Claim**; and

prior to the effective date of the first policy insuring this type of **Pollution Claim** issued to you, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Pollution Claim**.

D. Cyber Liability

We will defend you against a **Cyber Claim** and pay on your behalf all **Damages** and **Claims Expense** for the **Cyber Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Cyber Claim** arises out of **Contractor Activities** or **Professional Services** performed or rendered by you, or by a **Responsible Entity** for whom you are legally responsible, on or after the **Retroactive Date** and before the end of the **Policy Period**; and
2. the **Cyber Claim** is first made against you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and reported in writing by you to us during one of those periods or the Automatic Extended Reporting Period; and
3. Prior to the effective date of the first policy insuring this type of **Cyber Claim** issued to you, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Cyber Claim**.

E. Media and Personal Injury Liability

We will defend you against any **Media and Personal Injury Claim** and pay on your behalf all **Damages** and **Claim Expense** for that **Media and Personal Injury Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Media and Personal Injury Claim** arises out of an actual or alleged negligent act, error or omission in the rendering of or failure to render **Professional Services**, **Media Activities** or **Information Technology**

Services by you, or by a **Responsible Entity** for whom you are legally responsible, on or after the **Retroactive Date** and before the end of the **Policy Period**; and

2. the **Media and Personal Injury Claim** is first made against you during the **Policy Period** or the Optional Extended Reporting Period, if applicable, and first reported in writing by you to us during one of those periods or the Automatic Extended Reporting Period; and
3. prior to the effective date of the first policy insuring this type of **Media and Personal Injury Claim** issued to you, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Media and Personal Injury Claim**.

F. Mitigation

We agree to pay you or on your behalf for **Mitigation Cost** in excess of any applicable Self-Insured Retention to mitigate or avoid a **Professional Claim**, **Pollution Claim**, **Cyber Claim** or **Media and Personal Injury Claim** that would be covered under this Policy, provided that:

1. the services or other activities you seek to mitigate or rectify were rendered or performed on or after the **Retroactive Date** and before the end of the **Policy Period**; and
2. the circumstances that would reasonably be expected to lead to such **Claim** are first reported in writing by you to us during the **Policy Period**; and
3. prior to the effective date of the first policy insuring such type of potential **Claim** issued to you, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Claim**; and
4. before incurring any **Mitigation Cost**, you demonstrate to us the reasonableness and necessity of the proposed cost in light of the projected benefit in terms of mitigating or avoiding a covered **Claim**, and we provide our express written consent for such **Mitigation Cost**, such consent not to be unreasonably withheld.

II. SUPPLEMENTAL COVERAGES

The Limits of Liability for each of the following Supplemental Coverages are separate from the Limits of Liability for the coverages in Section I. Insuring Agreement of this Policy, and payments made under the Supplemental Coverages do not erode the Limits of Liability for those coverages.

A. Litigation Attendance Reimbursement

Upon written request by you, we shall reimburse you for your actual and documented loss of earnings and reasonable expenses incurred when you attend a hearing, deposition, or trial at our written request, in the course of our defending a **Claim** under this Policy.

B. Disciplinary Proceedings Defense Expense

Upon written request by you during the **Policy Period**, Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we will select and retain counsel for you and pay such counsel's reasonable and necessary fees and expenses in defense of a disciplinary proceeding against you before a design professional or contractor licensing board first brought against you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and arising out of either an actual or alleged negligent act, error or omission in the rendering of **Professional Services** or **Pollution Conditions** resulting from the performance of **Contractor Activities**, rendered or performed by or on behalf of you on or after the **Retroactive Date** and before the end of the **Policy Period**.

C. Subpoena Defense Expense

Upon written request by you during the **Policy Period**, Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we will select and retain counsel for you and pay such counsel's reasonable and necessary fees and expenses to advise and represent you regarding the production of documents and during the preparation for and giving of testimony, in response to a subpoena in a proceeding other than a **Claim** against you or a **Protective Claim**, that is both first served on you and reported to us in writing during the **Policy Period** or the Optional Extended Reporting Period, if applicable, and arising from **Professional Services** or **Pollution Conditions** resulting from the performance of **Contractor Activities**,

rendered or performed by or on behalf of you on or after the **Retroactive Date** and before the end of the **Policy Period**.

D. ADA and FHA Defense Expense

Upon written request by you during the **Policy Period**, Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we shall select and retain counsel and pay such counsel's reasonable and necessary fees and expenses incurred when you respond to regulatory or administrative actions first brought against you during the **Policy Period** by a government agency under the Americans with Disabilities Act of 1990 (ADA) or the Fair Housing Act (FHA), and alleging a negligent act, error or omission in the rendering of **Professional Services** by or on behalf of you, provided that such **Professional Services** were rendered on or after the **Retroactive Date** and before the end of the **Policy Period**.

E. Corporate Reputation Rehabilitation

Upon written request by you, we shall pay on behalf of you the reasonable and necessary fees and expenses subsequently incurred by a public relations firm approved by us to restore your corporate reputation that is damaged as a result of a **Claim** that we defend under this Policy or circumstances for which we consent to the incurring of **Mitigation Cost** or **Emergency Expense** under this Policy. We have the right to require for approval of the public relations firm minimum professional certifications and qualifications (e.g., Examination for Accreditation in Public Relations, or Accredited Business Communicator from International Association of Business Communicators).

F. Protective Claim Bankruptcy Litigation Expense Reimbursement

Upon written request by you, we shall reimburse you for the reasonable and necessary fees and expenses of retaining bankruptcy counsel in the making of a **Protective Claim** arising out of **Professional Services** that qualifies for coverage under this Policy against a **Responsible Entity** who has filed for or been put into bankruptcy under the United States Bankruptcy Code, provided that the **Protective Claim**, at least in part, is allowed as against or results in a judgment against the **Responsible Entity** in your favor, which is final and no longer subject to objection or appeal.

G. Building Information Modeling - Extra Expense

Upon written request by you during the **Policy Period**, Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we shall reimburse you for the reasonable and necessary additional expense payable to a third party software consulting company, not otherwise recoverable from any warrantee or guarantee, arising from loss of or damage to any information due to inherent malfunction of any software used in connection with any Building Information Modeling system purchased from a third party vendor and not modified by you or on your behalf, including but not limited to erroneous calculations or modeling, provided that the malfunction is first discovered during the **Policy Period** and after the system has been put to its intended use in the course of actual construction.

H. Emergency Expense

We will indemnify you for **Emergency Expense** in excess of the Self-Insured Retention, if applicable, provided that the **Emergency Expense** must be both incurred by you and reported to us, in writing and as soon as practicable, during the **Policy Period**, but no later than ten (10) days from the discovery of the **Pollution Condition** resulting from the performance of **Contractor Activities**, or the expiration of the **Policy Period**, whichever occurs first, and provided that the **Contracting Activities** giving rise to the need for **Emergency Expense** were rendered or performed on or after the **Retroactive Date** and before the end of the **Policy Period**.

III. DEFENSE, SETTLEMENT AND COOPERATION

A. Defense (Coverages B, C, D and E)

1. We have the right and duty to defend you against any **Claim** proceeding in the United States or Canada under Coverage B, C, D or E of this Policy:
 - a. even if groundless or false;
 - b. with counsel of our mutual agreement; and

for any **Claim** proceeding anywhere else in the world seeking such **Damages** or **Pollution Loss**, we shall have the right, but not the duty, to defend you against such **Claim**. You shall have the duty to investigate and defend such **Claims**, and we will treat all reasonable and necessary fees and expenses paid to others in the course of doing so as **Claim Expense**.

2. If you and we cannot mutually agree upon defense counsel, we shall have the final right to select defense counsel, but we then will allow for a 25% Self-Insured Retention credit, up to a maximum of \$25,000 per **Claim**, towards the costs of having you retain your own counsel to monitor the **Claim**. Defense counsel selected by us will have the sole right and responsibility for defending you against the **Claim**.
3. In the event you are entitled by law to retain independent counsel of your choosing to defend you at our expense and you choose to do so, the attorney fee component of **Claim Expense** shall be limited to the average of the rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar **Claims** in the community where the **Claim** arose or is being defended. In addition, we may require that the independent counsel possess certain minimum qualifications, which may include that the selected counsel have: (1) at least five years of civil litigation experience defending similar **Claims**; and (2) errors and omissions coverage. You further agree to require your independent counsel to provide us with information concerning the **Claim** in a timely manner, to respond to our requests for information concerning the **Claim**, and to comply with our reporting and billing guidelines.
4. We shall have no obligation to pay any **Claim Expense** or to defend any **Claim** after any applicable Limit of Liability has been exhausted by incurred amounts or by payment, or after deposit or tender of the remaining applicable Limit of Liability into court.

Settlement and Consent (Coverages B, C, D and E)

We have the right to investigate, conduct negotiations concerning and, with your written consent, settle any **Claim** as we deem expedient. If you refuse to consent to a settlement or compromise recommended by us and acceptable to the claimant, then our Limit of Liability under this Policy with respect to such **Claim** shall be reduced to the amount for which the **Claim** could have been settled, including all **Claim Expenses** up to the time we made our recommendation to you.

B. Settlement (Coverage A)

1. We have the right to investigate and participate in all negotiations concerning a **Protective Claim**.
2. You will not settle any **Protective Claim** for which coverage may be sought under this Policy without our written consent, which shall not be unreasonably withheld. We will not pay any **Loss** on a **Protective Claim** settled in part or whole without our consent.

C. Proactive Resolution of Substantiated Protective Claim (Coverage A)

If you provide us substantiation that satisfies us that the liability of the **Responsible Entities** and the value of your **Protective Loss** are not reasonably disputable and exceed all collectible **Recoverable Insurance**, then upon your written request, we will provide you the following proactive assistance in pursuing recovery for your **Protective Loss**:

1. we will consult with you in the prosecution of your **Protective Claim** and provide our input on strategy for the efficient resolution of the **Protective Claim**;
2. we will attend or otherwise participate in settlement negotiations, including mediations and settlement conferences, for the resolution of the **Protective Claim**;
3. we will assist you in negotiations with representatives for any **Recoverable Insurance**; and
4. if all of your reasonable efforts to recover your **Protective Loss** and the foregoing fail due to the refusal of the **Responsible Entity** or the representatives for **Recoverable Insurance** to settle your substantiated **Protective Claim**, we will pay the portion of your **Protective Loss** in excess of the available collectible **Recoverable Insurance**.

The costs we incur in performing the activities described in Paragraphs 1. through 3., above, shall be borne by us and shall not erode the Limits of Liability described in Section VI. of this Policy.

D. Your Duties (All Coverages)

As a condition precedent to this insurance, in the event of any **First Party Claim, Claim** or reported circumstance:

1. You shall promptly forward to us all documents that you send or receive in connection with the **First Party Claim, Claim** or circumstance, and you will direct all inquiries regarding a **Claim** or circumstance to us or to our designated attorney.
2. You shall cooperate fully with us and our designees in the investigation, defense and settlement of any **First Party Claim, Claim** or circumstance, the conduct of suit or any other proceeding, and in securing and enforcing any right of contribution, indemnity, or other recovery that you potentially may have; such cooperation includes but is not limited to, when requested, attending any proceedings, assisting in securing evidence and obtaining the attendance and testimony of witnesses, whether in a legal proceeding or in an examination by us; and such cooperation will be without charge to us, except as provided otherwise in the Supplemental Coverage for Litigation Attendance Reimbursement. Such cooperation is agreed by us and you to be in furtherance of our common interest in the **First Party Claim or Claim**, such that all such communications shall be protected by all applicable privileges and protections.
3. You shall not voluntarily make any payment, assume or admit any liability, consent to any judgment, settle any **First Party Claim** or **Claim**, or incur any **Claim Expense** or **Mitigation Cost**, for which coverage may be sought under this Policy, without our prior written consent, except for **Emergency Expense**. We shall not be liable for any payment, assumed or admitted liability, consent judgment, settlement, or **Claim Expense** to which we have not consented. You shall not release or compromise any right you may have with respect to a **First Party Claim** or **Claim** without our prior written consent. We shall not be liable for any **Loss** attributable to a release without such consent.
4. You shall obtain our written consent before exercising any right, assuming any obligation, or making any agreement, with respect to any dispute resolution mechanism or process for a **First Party Claim** or **Claim**, including but not limited to rejecting or demanding arbitration.

IV. DEFINITIONS

Words stated in the singular will be construed as also being stated in the plural and vice versa. For purposes of this Policy:

- A. **Advertising** means material which promotes your products, services or business.
- B. **Bodily Injury** means physical injury, sickness, disease, building-related illness, mental anguish, emotional distress, or shock sustained by any person, including death resulting therefrom. Furthermore, **Bodily Injury** shall extend to include the monitoring of medical conditions.
- C. **Claim** means **Professional Claim, Pollution Claim, Cyber Claim, and Media and Personal Injury Claim**.
- D. **Claim Expense** means reasonable and necessary fees and costs incurred by us to investigate and defend any **Claim** for which coverage is provided under this policy, including fees and costs charged by adjusters appointed by us to investigate a **Claim**. **Claim Expense** includes reasonable and necessary fees in defending such a **Claim**, for attorneys, investigators, arbitrators, mediators, consultants and expert testimony, as well as court and arbitration costs and expenses, but shall not include any remuneration, salaries, regular or overtime wages, benefits, fees or other payment of directors, officers, managers and employees of you or us, or fees and expenses of independent adjusters. **Claim Expense** also includes premiums for the covered portion of appeal bonds, attachment bonds or any similar bonds; however, we are not obligated to apply for, secure or furnish any such bond.
- E. **Cleanup Costs** means costs for the investigation, monitoring, or disposal of soil, surface water, groundwater, indoor or outdoor atmosphere or other contamination; clean up, abatement, containment, capping, remediation, or correction of a **Pollution Condition** resulting from the performance of **Contractor Activities**. **Cleanup Costs** also includes **Restoration Costs**.
- F. **Content** means data, digital code, images, drawings, scents, sounds, tastes, texts or textures.

G. Contractor Activities means:

1. any general construction, construction management, or environmental activity; or
2. any loading, unloading, delivery or transportation of goods, materials, products, or waste to or from any site at which the activities, described in Paragraph 1. of this Definition, are performed as long as such activity is performed by an entity that is properly licensed and in the business of loading, unloading, delivering or transporting goods, materials, products, or waste; or
3. any operation, use, ownership, or maintenance of a land motor vehicle, off-road motor vehicle, mobile equipment, trailer, semi-trailer, watercraft, aircraft, or rolling stock in connection with the activities described in Paragraph 1. of this Definition; or
4. the use of a **Non-Owned Location**.

Contractor Activities also includes Completed Operations. For the purpose of this Policy, Completed Operations means any of the activities described in Paragraphs 1. through 4. of this Definition that have been completed, including materials, parts or equipment furnished in connection with such work or operations.

H. Cyber Claim means a written demand, demand for arbitration or mediation, or suit, made against you seeking money or services due to a **Cyber Security Breach**.**I. Cyber Security Breach** means any of the following circumstances:

1. the failure to prevent the introduction or transmission of a computer virus or any other malicious code, but only if such computer virus or malicious code affects the data, software, firmware, systems or networks of your clients;
2. the failure to provide your clients with access to your website, or your computer or communications network, when your clients have authorized use of your website, or your computer or communications network;
3. failure to prevent unauthorized access to, or use of, data, software, firmware, systems or networks containing private or confidential information of your client;
4. the destruction, deletion or corruption of your client's electronic data; or
5. failure to prevent the theft, unauthorized or illegal disclosure or loss of your client's information listed below:
 - a. an individual, natural person's private **Content**, or
 - b. commercial confidential information that resides in or on your hardware devices or data systems, including such information stored on your computer infrastructure system including cloud, remote servers at a co-location or data hosting services or any other data storage not in insureds direct control.

J. Damages mean any amounts you are legally obligated to pay.**K. Emergency Expense** means reasonable and necessary expense, incurred by you, on an emergency basis, to contain, control, mitigate or rectify a **Pollution Condition** resulting from the performance of **Contractor Activities** that is an imminent and substantial endangerment to public health, safety or welfare, or the environment, where the absence of such emergency action being undertaken without delay, further harm to third parties or the environment is imminent.**L. First Party Claim** means a **Protective Claim** and any other request of us by you for **Mitigation Cost** or for sums arising out of any of the insuring agreements described in the Supplemental Coverage Section of this Policy.

M. Information Technology Products means a computer or telecommunication hardware or software product or other electronic product that is used, created, developed or manufactured by or for you, including software updates, service packs and other maintenance releases for such products.

N. Information Technology Services means:

1. Consulting on, design of, development of, analysis of, integration of, interface of, modification of and programming of software, hardware, networks, telecommunication systems and electronic or digital devices performed by you or on your behalf for your clients;
2. installation of, training in the use of, support of, servicing of, maintenance of, repair of your **Information Technology Products**;
3. marketing of, selling of, licensing of and distribution of **Information Technology Products**;
4. storage of, warehousing of, mining of and processing of data by you;
5. managing, operating, administering and hosting **Information Technology Products** for your clients; or
6. activities performed on your website(s);

but shall not mean **Information Technology Products**.

O. Insured means:

1. the **Named Insured**; or
2. any fully owned subsidiary corporations or subsidiary limited liability companies of the **Named Insured**, of any tier, in the past, as now constituted or hereafter constituted, subject to the limitations in Paragraph 9. of this Definition for the newly acquired or formed entities described therein; or
3. any present or former partner, director, officer, manager, member, shareholder, principal, trustee, or employee of the **Named Insured** solely while acting on behalf of the **Named Insured**, but this Paragraph 3. shall not make any entity an **Insured** solely because of its participation with the **Named Insured** in a legal entity such as a joint venture or limited liability company; or
4. any **Insured** with regard to its participation in a legal entity, including a joint venture or limited liability company, but solely for the **Named Insured's** legal liability arising out of the performance of **Professional Services, Contractor Activities, Media Activities** or **Information Technology Services** under the respective legal entity, and such legal entity itself, or any other entity other than an **Insured** that is part of the legal entity, are not **Insureds**; or
5. with regard to Coverage C only, any client of the **Named Insured**, or other entity or person, that the **Named Insured** is obligated to name as an additional insured on this Policy pursuant to a written contract, agreement, or permit, executed prior to when the **Pollution Claim** was first made, and solely as respects **Pollution Conditions** resulting from the **Named Insured's** performance of **Contractor Activities**; or
6. any entity which is specifically identified as an **Insured** in the Declarations or by endorsement to this Policy; or
7. the estate, heirs, executors, shareholders, administrators or legal representatives of an **Insured** in the event of such **Insured's** death, incapacity, or bankruptcy, or the spouse or legal domestic partner of any **Insured**, but only to the extent such **Insured** would otherwise be provided coverage under this Policy while acting solely on behalf of the **Named Insured**; or
8. any prior entity that has been reported to us prior to when the **First Party Claim** or **Claim** was first made and whose assets, partners, principals, or shareholders were acquired by the **Named Insured**, and for which the **Named Insured** is required to provide liability insurance under a written contract or agreement executed before the **First Party Claim** or **Claim** was first made; or
9. any entity newly formed or acquired by the **Named Insured** during the **Policy Period** in which the **Named Insured** has more than 50% legal or beneficial interest and over which the **Named Insured** exercises management or financial control and has agreed in writing to provide insurance for such entity

prior to the **First Party Claim** or **Claim** being made. However:

- a. coverage will only be provided for **First Party Claims** or **Claims** arising out of **Professional Services, Contractor Activities, Media Activities** or **Information Technology Services** performed on or after the date of formation, acquisition, or exercised financial or management control; and
- b. this coverage will expire within 90 days for such entity, or the end of the **Policy Period**, whichever is earlier, unless the **Named Insured** provides written details of such newly acquired entity to us and pays the additional premium requested by us, if any.

P. Insured Contract means:

1. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you, or temporarily occupied by you, with permission of the owner is not an **Insured Contract**; or
2. a sidetrack agreement; or
3. any easement or license agreement; or
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
5. an elevator maintenance agreement; or
6. that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **Bodily Injury, Property Damage, or Pollution Loss** to a third party or organization. This section does not include that part of any contract or agreement that indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
 - a. Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

For the purpose of this section, tort liability means only that liability that would be imposed by law in the absence of any contract or agreement. Any assumption of liability beyond that of tort liability specified in this Paragraph 6. shall not be considered to be part of the **Insured Contract**.

Q. Loss means **Protective Loss, Third Party Loss, Mitigation Cost** and any other amount to which you are entitled under any of the insuring agreements described in the Supplemental Coverages Section of this Policy.

R. Media Activities means **Media Communications** or the gathering, collection, or recording of **Media Material** for inclusion in any **Media Communications** in the ordinary course of your business.

S. Media and Personal Injury Claim means a written demand, demand for arbitration or mediation, or suit, made against you seeking money or services due to a **Media and Personal Injury Offense**.

T. Media and Personal Injury Offense means:

1. Infringement of copyright, piracy, plagiarism or misappropriation or unauthorized use of ideas shared with you in the course of services for your client;
2. Infringement of trade secrets, domain name, title or slogan, or the dilution or infringement of trademark or service mark;
3. act, error or omission regarding the **Content** of any **Media Communication**, including harm caused through any reliance or failure to rely upon such **Content**;

4. Misappropriation of trade secret;
 5. Defamation, libel, slander, product disparagement, trade libel, or other tort related to disparagement or harm to the reputation or character of any person or organization;
 6. Invasion or interference with the right to privacy or of publicity;
 7. Misappropriation of any name or likeness for commercial advantage;
 8. False arrest, detention or imprisonment or malicious prosecution; or
 9. Invasion of or interference with any right to private occupancy, including trespass, wrongful entry, eviction or eavesdropping;
- U. Media Communications** means the display, broadcast, dissemination, distribution or release of **Media Material** to the public by you.
- V. Media Material** means information in the form of words, sounds, numbers, images or graphics in electronic, print or broadcast form, including **Advertising**, but does not mean computer software or **Content**.
- W. Mediation** means the non-binding facilitation by a neutral third party of **First Party Claim** or **Claim** resolution.
- X. Mitigation Cost** means reasonable and necessary fees or direct costs incurred to mitigate or rectify **Professional Services**, **Contractor Activities**, **Media Activities** or **Information Technology Services** that would reasonably be expected to give rise to a **Claim** covered by this Policy, including, in the event of a **Cyber Security Breach**, costs we incur to engage a qualified firm on your behalf to:
1. investigate the **Cyber Security Breach**;
 2. notify any parties affected by the **Cyber Security Breach**;
 3. perform credit monitoring service for your clients' individual personal data or your clients' corporate data lost because of the **Cyber Security Breach**; and
 4. restore or recreate, if possible, any of your clients' lost data caused by the **Cyber Security Breach**.
- Your fees or direct costs may be treated as **Mitigation Cost** only with our prior written consent before being incurred, which consent shall not be unreasonably withheld. **Mitigation Cost** does not include any fees or direct costs relating to or resulting from **Emergency Expense**; betterment; or the failure to prevent or detect faulty workmanship.
- Y. Named Insured** means the individual, partnership, entity, firm, or the company named in Item 1. of the Declarations.
- Z. Natural Resource Damage** means physical injury to or destruction of (including the resulting loss of value) 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 (including the resources of the fishery conservation zone established by Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et. seq.)), any State or Local government, any Foreign 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 Location** means:
1. real property rented, leased or managed by you, but only if such real property is utilized on a temporary basis for the storage of goods, materials, products or wastes for the purpose of performing the activities, described in Paragraphs 1. through 3. in Definition G. **Contractor Activities**, for a client; or
 2. any location used for the treatment, storage, recycling or disposal of your waste material provided that:

- a. the waste material is generated while performing activities, described in Paragraphs 1. through 3. in Definition G. **Contractor Activities**, for a client; and
- b. the location is not managed, operated, owned or leased by you or any of your subsidiaries or affiliates with the exception of any location that is managed, operated, owned or leased solely by one or more persons or organizations that are **Insureds** only by reason of Paragraph 5. in Definition O. **Insured**; and
- c. the location is permitted or licensed by any Federal, State, Local or Provincial authorities to accept such material as of the date of the treatment, storage, recycling or disposal.

BB. Policy Period means the period from 12:01 a.m. on the effective date of this Policy as set forth in Item 3. of the Declarations, to 12:01 a.m. on the earliest of the date of the expiration date of this Policy as set forth in Item 3. of the Declarations or any earlier termination date if this Policy is cancelled.

CC. Pollution Claim means the assertion of a legal right alleging liability or responsibility on your part, including but not limited to lawsuits, petitions, arbitrations or other alternative dispute resolutions, and public agency directives, made against you, for **Pollution Loss** arising out of a **Pollution Condition** resulting from otherwise insured **Contractor Activities**.

DD. Pollution Condition means the actual or alleged discharge, dispersal, release, seepage, migration, growth or escape of smoke, soot, fumes, acids, alkalis, toxic chemicals, mold, mildew, spores, fungi, microbes, bacteria, legionella pneumophila, asbestos, lead, silica, silt, sediment, liquids, gases, waste materials, contaminants, organic or inorganic pollutants, electromagnetic fields, hazardous substances, hazardous materials, waste materials including medical, infectious, and pathological wastes, or other irritants, into or upon land, any structure on land, the indoor or outdoor atmosphere, any watercourse, or any body of water, including groundwater. Waste materials include materials to be recycled, reconditioned or reclaimed. Radioactive matter shall also be considered a pollutant, except as otherwise covered or protected by insurance or protections provided pursuant to 42 U.S.C. § 2014(w), as amended, or Section 170 of the Atomic Energy Act of 1954, as amended.

EE. Pollution Loss means any amounts you are legally obligated to pay for **Bodily Injury, Property Damage** or **Cleanup Costs**.

FF. Principal Personnel means the directors, officers, principals, partners, insurance and risk managers, and those persons responsible for your environmental or legal affairs for the **Named Insured**.

GG. Professional Claim means a written demand, demand for arbitration or mediation or suit made against you seeking **Damages** or correction of **Professional Services** and alleging a negligent act, error or omission in the rendering of or failure to render **Professional Services**.

HH. Professional Services means:

1. Construction Management, Program Management, Project Management, Owner's Representation, Property Management, Real Estate Brokerage/Agency, Property Development, Lease Brokering, any delegated design responsibility or design assist services, including but not limited to constructability reviews or value engineering; or
2. architecture; engineering; contract administration as part of design; sprinkler design; fire protection design; life safety design; mechanical, electrical or security systems design; light use, acoustical or signage design; landscaping design; surveying; quantity surveying; project accounting, quality control reviews, assist or documentation, material testing; cost consulting, economic, feasibility, technical consulting or technical studies or opinions, or scientific reviews; software design for the purpose of operating or maintaining any building system; interior design or space planning services; or design services to support Leadership in Energy and Environmental Design (LEED) certification for a project; or
3. professional services with respect to any Building Information Modeling (BIM) systems, including but not limited to modification, alteration, transfer, protection, manipulation, use, or misuse thereof, or design assist system or program, and the foregoing within Integrated Project Delivery (IPD), Public-Private Partnership projects (P3s), or Lean Project Delivery System (LPDS); or
4. environmental consulting, environmental engineering, environmental site assessment, remedial investigations, feasibility studies, remedial design, environmental monitoring, testing and sampling,

remedial oversight and management, ecological studies, environmental training, industrial hygiene, forensic inspections and expert witness services; or

5. ordinary technology services utilized in the performance of the Professional Services described above. Such technology services include the design, development, programming, analysis, training, use, hosting, management, support, and maintenance of any software, database, internet service, or website.

II. Property Damage means:

1. physical injury to or destruction of tangible property, including resulting loss of use thereof; or
2. loss of use of tangible property that has not been physically injured or destroyed; or
3. diminution of property value; or
4. **Natural Resource Damage**.

JJ. Protective Claim means written demand, demand for arbitration or mediation or a suit instituted by you against the **Responsible Entity** seeking a remedy and alleging liability or responsibility on the part of such **Responsible Entity** arising from:

1. a negligent act, error or omission in the rendering of or failure to render **Professional Services**; or
2. a **Pollution Condition** resulting from the performance of **Contracting Activities**.

Protective Claim does not include a demand or proceeding for non-monetary or injunctive relief.

KK. Protective Loss means:

1. any amounts you are legally entitled to recover; or
2. in the event the **Protective Claim** is made against a **Responsible Entity** in whose favor you have granted a Limitation of Liability permitted by this Policy, any amounts you would have been legally entitled to recover in the absence of such Limitation of Liability;

from each **Responsible Entity**:

1. due to a negligent act, error or omission in the rendering of **Professional Services**; or
2. for **Bodily Injury, Property Damage** or **Cleanup Costs** due to a **Pollution Condition**.

In the event that multiple **Responsible Entities** cause the same or related loss, the amount of **Protective Loss** shall not exceed the single loss caused by such multiple **Responsible Entities**.

LL. Recoverable Insurance means:

1. all available liability insurance providing applicable coverage to any **Responsible Entity** or any person or entity for which the **Responsible Entity** is responsible; or
2. in the event the **Protective Claim** is made against a **Responsible Entity** in whose favor you have granted a Limitation of Liability permitted by this Policy, such Limitation of Liability.

MM. Responsible Entity means those persons or entities, retained by you or on your behalf, rendering **Professional Services** or **Contractor Activities**.

NN. Restoration Costs means the reasonable and necessary costs incurred by you, with our prior written consent, to repair, replace, or restore real or personal property to substantially the same condition it was prior to being damaged during work performed in the course of incurring **Cleanup Costs**. **Restoration Costs** do not include costs associated with improvements or betterments.

OO. Retroactive Date(s) means the date(s) set forth in Item 6. of the Declarations.

PP. Third Party Loss means the total of all **Damages** and **Pollution Loss** you are legally obligated to pay, and all related **Claim Expense**.

V. EXCLUSIONS

We will not be liable to make payments or indemnify you for any **First Party Claim, Claim** or **Loss** directly or indirectly for or arising out of:

- A. any amounts incurred in connection with the making or prosecution of a **Protective Claim**. This Exclusion applies at all times, including where we are providing Proactive Resolution of Substantiated Protective Claim under Section III.D. of this Policy, excepting only the Supplemental Coverage for Protective Claim Bankruptcy Litigation Expense Reimbursement.
- B. the amount of any default judgment, arbitration award or adjudicator's decision in circumstances where the **Responsible Entity** has failed to plead or provide a defense, response or answer, or take any other procedural step, except that this Exclusion shall not apply to the amount of **Protective Loss** which you would have been entitled to recover from the **Responsible Entity**, respectively, had such defense, response or answer been pleaded or provided, or procedural step been taken.

In such instance where the **Responsible Entity** has failed to plead or provide a defense, response or answer, or take any other procedural step, the burden of proving the extent of **Protective Loss** which you would have been entitled to recover from the **Responsible Entity**, respectively, will be upon you.

- C. any design or manufacture of any goods or products which are sold or supplied by you or by anyone under license to you, including any parts, components, assemblies or equipment installed or incorporated by or on behalf of you into your work. This Exclusion does not apply to (1) software sold or supplied by you in connection with your provision of other **Professional Services**, or (2) goods or products installed or incorporated in your work which have been specially designed, but not manufactured, by you or on your behalf by a qualified **Responsible Entity** for use in a specific project, or (3) goods or products installed or incorporated in your work that cause a **Pollution Loss** arising out of a **Pollution Condition** resulting from the performance of **Contractor Activities**, or (4) **Information Technology Products**.
- D. the cost to repair or replace faulty workmanship in any construction, erection, fabrication, installation, assembly, or manufacturing process, including materials, parts, or equipment furnished in connection therewith, unless the faulty workmanship is caused by otherwise covered **Professional Services** as respects the applicability of:
 1. Coverages A or B; or
 2. **Mitigation Cost** to mitigate or rectify **Professional Services** under Coverage F, except for any fees and direct costs relating to or resulting from the failure to prevent or detect faulty workmanship.

This Exclusion does not apply to Coverages C, D, E, **Mitigation Cost** to mitigate or rectify a **Pollution Condition** resulting from the performance of **Contractor Activities** under Coverage F, or Supplemental Coverage H. Emergency Expense.

- E. any actual or alleged harassment, humiliation, discrimination, or similar misconduct on any basis, whether as to a legally protected group or otherwise.
- F. any employment obligations, decisions, conduct, practices or policies as an employer, including but not limited to any obligation for which any party shall be liable under any worker's compensation, unemployment compensation, employer's liability, obligation to pay fair wages or benefits, or disability benefits law or under any similar law.
- G. liability under contract, agreement, warranty or guarantee, except such liability that would have existed in the absence of such contract or agreement. This Exclusion extends to any contractual obligation to make payments to others, including subcontractors, subconsultants, or their employees, or for materials. Solely for purposes of Coverage C, this Exclusion shall not apply to liability of others assumed under an **Insured Contract**.
- H. any fraudulent, criminal, dishonest, intentionally or knowingly wrongful, or malicious act, error, or omission, or those of an inherently harmful nature, except that this Exclusion shall not apply to a **Claim** against you if you did not commit, participate in, or have knowledge of such conduct.
- I. taxes; criminal fines; criminal penalties; or liability for liquidated damages you or the **Responsible Entity** would not have had in the absence of the agreement for liquidated damages.

- J. any return, withdrawal or reduction in contractor charges; any equitable obligation, including restitution, disgorgement, or the costs of complying with injunctive relief; or the time and expense in addressing or resolving an actual or potential **First Party Claim** or **Claim**.
- K. any conduct by an individual, corporation, partnership, or joint venture of which you are a partner, director, officer, member, participant, or employee that is not designated in the Declarations or by endorsement as an **Insured**.
- L. **First Party Claims** or **Claims** made by any **Insured** against any other **Insured**. However, this Exclusion shall not apply as respects **Claims** made by any entity or person only qualifying as an **Insured** under Paragraph 5. of the Definition of **Insured** in this Policy.
- M. **Claims** against you made by, or **Protective Claims** by you made against, any individual or entity, or its subrogees or assignees:
 - 1. that wholly or partially owns, controls or operates you; or
 - 2. in which you have an ownership interest in excess of twenty-five percent (25%); or
 - 3. that is controlled or operated by you; or
 - 4. in which you are an officer or director; or
 - 5. that is an affiliate of you, where you both are ultimately owned in excess of twenty-five percent (25%), directly or indirectly, by the same entity.

With respect to Items 2., 3., and 4. above, this Exclusion shall be limited when the **Claim** or **Protective Claim** is made by a formal joint venture partnership of which you are a participant to your percentage of ownership interest in the joint venture, so that we shall only be responsible for that portion of **Third Party Loss** or **Protective Loss** that is the difference between your percentage of ownership interest and the total joint venture ownership interest percentage.

- N. **Bodily Injury** or **Property Damage** arising out of construction means, methods or techniques; site safety; crane erection, use, maintenance or operation; scaffolding; or demolition, but solely for the purposes of Coverage B, and for the purposes of Coverages A and F with respect to obligations arising from **Professional Services**.
- O. any **Loss** caused by or resulting from war, invasion, hostilities, acts of foreign enemies, civil war, rebellion, insurrection, military or usurped power, martial law, or confiscation by order of any government or public authority.
- P. any **Protective Loss** or **Pollution Loss** resulting from:
 - 1. the discovery of a **Pollution Condition** on, at or under the **Non-Owned Location**; or
 - 2. a **Pollution Condition** on, at, under or migrating from a **Non-Owned Location**, for which the owner of the **Non-Owned Location** becomes legally obligated to pay unless such **Pollution Loss** results from the performance of the activities described in Paragraphs 1. through 3. of Definition G. **Contractor Activities**.
- Q. for purposes of Coverages D and E, the loss, theft, destruction, transfer, misappropriation, or any misuse of any of your employees' personal data, confidential information or other private **Content**, including but not limited to social security numbers, phone numbers, family names, family history, or home or medical information.
- R. any **Professional Services**, **Contractor Activities**, **Media Activities**, or **Information Technology Services** that constitute violations of either the laws of the United States or any jurisdiction in which they were performed, including U.S. economic, trade sanction or export control laws administered by the U.S. Treasury, State and Commerce Departments (e.g., the economic and trade sanctions administered by the U.S. Treasury Office of Foreign Assets Control), or the U.S. Controlled Substances Act or similar laws in the subject jurisdiction. Additionally, we shall not be required to provide any coverage, pay any **Claim** or **First Party Claim**, or provide any other benefit hereunder to the extent that provision of such coverage, payment of such **Claim** or **First Party Claim** or provision of such other benefit would be in violation of any trade or economic sanctions laws or regulations applicable in our jurisdiction of domicile or with which we are legally obligated to comply.

VI. LIMITS OF LIABILITY AND SELF-INSURED RETENTION

A. Limits of Liability

1. Limit of Liability Each Claim or First Party Claim: Our Limit of Liability for the sum of all **Loss** for each single **Claim** or **First Party Claim** to which this Policy applies shall not exceed the amount stated in Item 4.A. of the Declarations specified for each applicable coverage provided by this Policy.
2. Limit of Liability in the Aggregate for Each Coverage for the Policy: Our Limit of Liability for all **Loss** under each respective coverage provided by this Policy shall not exceed the amount stated in Item 4.B. of the Declarations for such coverage for the Policy.
3. Limit of Liability in the Aggregate for All Coverages Described in Section I. of this Policy for the Policy: Our Limit of Liability for the sum of all **Loss** arising out of all **Claims** or **First Party Claims** under the coverages described in Section I. provided by this Policy shall not exceed the amount stated in Item 4.C. of the Declarations for the Policy.

B. Self-Insured Retention

The Self-Insured Retention amount stated in Item 5.A. of the Declarations applies to each **Claim** or **First Party Claim**, if applicable. The Self-Insured Retention amount stated in Item 5.B. of the Declarations is the most you shall pay for the sum of all of your Self-Insured Retention obligations arising out of all **Claims** or **First Party Claims** under each respective coverage for the Policy, if applicable, provided that in no event shall your Self-Insured Retention obligation be less than the amount state in Item 5.C. of the Declarations for any **Claim** or **First Party Claim** under each respective coverage. The Self-Insured Retention amount shall be paid by you before we pay any **Loss**, though any payments made by any **Recoverable Insurance** also implicated by the **Claim** or **First Party Claim** shall serve to reduce your Self-Insured Retention obligation. Our Limits of Liability set forth in Item 4. of the Declarations are in addition to and in excess of the Self-Insured Retention amount. No Self-Insured Retention amount shall apply with respect to the Supplemental Coverages provided by the Policy, except for Supplemental Coverage H. Emergency Expense. If a **Claim** arising out of the same set of circumstances for which we have paid **Mitigation Cost** is made, then any amounts paid under the Self-Insured Retention for such **Mitigation Cost** shall reduce the Self-Insured Retention for that **Claim**.

Mediation Credit: If you and we agree beforehand to attempt to resolve a **Claim** or **First Party Claim** at **Mediation**, and if you and we resolve such **Claim** or **First Party Claim** by such **Mediation**, your Self-Insured Retention obligation for such **Claim** or **First Party Claim** will be reduced by 50%, subject to a maximum reduction of \$25,000.

VII. MULTIPLE INSURED

The number of **Insureds** covered by this Policy shall not operate to increase the Limit of Liability specified in the Declarations, notwithstanding any other provision of this Policy.

VIII. MULTIPLE CLAIMS

Two or more **Claims** or **First Party Claims** arising out of one or more acts, errors, omissions, incidents, events, or **Pollution Conditions**, or a series thereof, that are related (either causally or logically), will be considered a single **Claim** or **First Party Claim** subject to:

- A. a single Each **Claim** or **First Party Claim** Limit of Liability; and
- B. a single Self-Insured Retention (if applicable); and

shall not operate to increase our Limits of Liability. All such **Claims** or **First Party Claims** treated as a single **Claim** or **First Party Claim**, whenever made, shall be considered first made on the date the earliest such **Claim** or **First Party Claim** was first made, and only a Policy providing coverage for the earliest **Claim** or **First Party Claim** shall have any coverage for such **Claims** or **First Party Claims**.

If more than one Coverage applies to the whole or a part of a **Claim** treated as a single **Claim** pursuant to this Section VIII., then the Each **Claim** Limit of Liability for the entirety of that single **Claim** and the applicable Self-Insured Retention for that single **Claim** shall be those set forth in Items 4.A. and 5., respectively, of the Declarations for the applicable Coverage with the largest Each **Claim** Limit of Liability. If more than one

applicable Coverage has the same Each **Claim** Limit of Liability, but have different Self-Insured Retentions, then the largest Self-Insured Retention shall apply to that single **Claim**.

IX. EXTENDED REPORTING PERIOD

A. Automatic Extended Reporting Period

If we or you terminate or non-renew this insurance for any reason, other than nonpayment of premium or your failure to comply with any term or condition, or fraud or material misrepresentation, you shall be entitled to a period of sixty (60) days from the date of policy termination to report a **Claim** (except for a **Pollution Claim**) or **First Party Claim** which is made by or against you prior to such termination date. This Automatic Extended Reporting Period may not be canceled by you and does not require the payment of an additional premium. This Automatic Extended Reporting Period shall be included within the Optional Extended Reporting Period if such is purchased. The Automatic Extended Reporting Period shall not serve to increase or reinstate the Limits of Liability set forth in the Declarations. The Aggregate Limit of Liability for the Automatic Extended Reporting Period shall be the amount of coverage remaining in this Policy's aggregate liability limit set forth in the Declarations.

B. Optional Extended Reporting Period

If we or you terminate or non-renew this insurance for any reason, other than nonpayment of premium, your failure to comply with any material term or condition, fraud or material misrepresentation, and if the total premium for this Policy has already been paid in full, then you shall have the option to pay an additional premium and extend the period by which a **Claim** (except for a **Pollution Claim**) or **First Party Claim** can be first made by or against you and reported to us.

The premium for the Optional Extended Reporting Period shall be: (1) 100% of the annual premium for twelve (12) months of extension; (2) 150% for twenty-four (24) months of extension; or (3) 200% for thirty-six (36) months of extension. The purchase of an Optional Extended Reporting Period shall not be effective unless endorsed herein.

Your right to purchase the Optional Extended Reporting Period must be exercised by notice in writing to us no later than sixty (60) days after the cancellation or termination date of this Policy. Effective notice must indicate the total Optional Extended Reporting Period desired and must include payment of premium for such period. If such notice and premium are not mailed to us within such sixty (60) days, then you are not entitled to purchase an Optional Extended Reporting Period at a later date.

At the commencement of any Optional Extended Reporting Period, the entire premium shall be deemed fully earned. In the event you terminate the Optional Extended Reporting Period before its term for any reason, we shall not be obligated to return any portion of the premium.

Although the period during which a **Claim** (except for a **Pollution Claim**) or **First Party Claim** can be reported to us is extended by virtue of the Optional Extended Reporting Period, this fact shall not in any way increase or reinstate the Limits of Liability of this Policy. The Optional Extended Reporting Period shall not serve to increase or reinstate the Limits of Liability set forth in the Declarations. The Aggregate Limit of Liability for the Optional Extended Reporting Period shall be the amount of coverage remaining in this Policy's aggregate liability limit set forth in the Declarations.

X. REPORTING

A. Reporting a Claim or First Party Claim

As a condition precedent to coverage under this Policy, in the event of a **Claim** or **First Party Claim**, you must do the following:

1. Report the **Claim** or **First Party Claim** to us in writing as soon as reasonably possible, which (except for a **Pollution Claim**) must be during the **Policy Period**, the Automatic Extended Reporting Period, or during any applicable Optional Extended Reporting Period. Reporting should be sent to us at the address stated in the Claims Notice attached to this Policy; and
2. Promptly provide a copy of the **Claim** or **First Party Claim**, if in writing, and specify in the report: the names and addresses of the **Insured** reporting the **Claim** or **First Party Claim**, the persons or entities making the **Claim** or **First Party Claim**, and the persons or entities against whom the **Claim** or **First Party Claim** is made; when the **Claim** or **First Party Claim** was made; the subject of the **Claim** or **First Party Claim**; and any other relevant facts or allegations known to you.

B. Reporting a Circumstance

If during the **Policy Period**, you become aware of a circumstance that may reasonably be expected to give rise to a **Claim** or **First Party Claim** which may be covered under the Policy, and if you, during the **Policy Period**, provide a written report to us at the address stated in the Claim Notice attached to this Policy of the circumstance as soon as practicable containing particulars sufficient to identify you and all reasonably obtainable information with respect to:

1. when and how you first became aware of such circumstance;
2. any act, error, omission asserted or believed to be at issue;
3. the services or activities involved in the circumstance;
4. what happened and the dates and entities involved; and
5. the nature of any alleged or potential **Loss**;

then any **Claim** (except for a **Pollution Claim**) or **First Party Claim** arising out of such circumstance shall be deemed to have been made on the date we received the written report of the circumstance. At our sole discretion and cost, we may elect to investigate any circumstance which is reported; any such costs associated with the investigation of a circumstance prior to a **Claim** being made against you will not be considered **Claim Expense**, will not reduce the applicable Self-Insured Retention and shall be paid by us in addition to the Limit of Liability.

XI. CONDITIONS

A. Territory

The coverage afforded by this Policy applies worldwide.

B. Audit and Inspection

Upon reasonable prior notice, we shall be permitted to audit your final books and records at any time during the **Policy Period**, the Automatic Extended Reporting Period, the Optional Extended Reporting Period, if applicable, and within three years after the final termination of this Policy, as far as they relate to the subject matter of this Policy. We shall also be permitted to inspect, sample, and/or monitor your operations on a continuing basis. Neither our right to make inspections, sample, and/or monitor, nor the actual undertaking thereof, nor any report thereon shall constitute an undertaking, on behalf of us or others, to determine or warrant that your operations are safe, healthful, conform to acceptable practice, or are in compliance with any law, rule, or regulation.

C. Subrogation

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery thereof. You shall execute and deliver all requested instruments and papers in furtherance of such rights to us and do whatever else is reasonably necessary to secure such rights. You shall do nothing to waive or prejudice such rights. We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost to us of recovery shall be paid to you. However, we waive our rights of subrogation under this Policy against your clients or their designees (except for a **Responsible Entity**) to the extent such a waiver is required by a written contract with you executed prior to the **Claim**.

For Coverage A only, we will not subrogate against a **Responsible Entity** in excess of its collectible insurance, provided it has maintained **Recoverable Insurance**, regardless of whether or not such **Recoverable Insurance** is exhausted or reduced.

D. Changes

None of the provisions of this Policy will be waived, changed, or modified except by written endorsement issued by us to form a part of this Policy. Notice to any of our agents or knowledge possessed by any such agent or any other person will not act as a waiver or change in any part of this Policy and will not prevent us from asserting any rights under the provisions of this Policy.

E. Action Against Us

Only you can make claims against us under Coverages A and F, and the Supplemental Coverages, of this Policy.

No action shall be taken against us with respect to Coverage A unless, as a condition precedent thereto, you shall have fully complied with all the terms of this Policy, and until the amount the **Responsible Entity** is legally obligated to pay shall have been finally determined either by judgment after actual contested trial or arbitration, or other method of dispute resolution for which we have given prior written approval.

No action shall be taken against us with respect to Coverage B, C, D or E unless, as a condition precedent thereto, you shall have fully complied with all the terms of this Policy, and until the amount you are legally obligated to pay shall have been finally determined either by judgment after actual contested trial or arbitration, or other method of dispute resolution for which we have given prior written approval.

No person or organization shall have any right under this Policy to join us in any action against you. No **Responsible Entity** shall be an **Insured** under this Policy.

F. Assignment of Interest

It is agreed that the insurance provided herein and your interests hereunder cannot be transferred or assigned to another party without our express written consent.

G. Cancellation and Termination

1. The premium paid for this Policy shall be fully earned in the first twelve months of the **Policy Period**.
2. This Policy may only be cancelled by us for one or more of the following reasons:
 - a. non-payment of premium; or
 - b. a material misrepresentation or concealment of facts; or
 - c. a material breach of any provision of this Policy.

If this Policy is cancelled by us, notice of cancellation will be sent in writing to you, at the address indicated on the Declarations. We will provide such written notice at least ninety (90) days prior to the date such cancellation is to take effect; except that, in the event of cancellation for non-payment of premium, we will provide only fifteen (15) days written notice. If the premium is paid by a premium financing company and the premium financing company, acting under a valid premium finance agreement with you, requests cancellation of the Policy due to non-payment of premium from you in the first twelve (12) months of the **Policy Period**, the earned premium shall be computed short-rate of the twelve-month earned policy term premium and returned to the premium finance company.

The effective date and hour of cancellation will be stated in such notice. Cancellation by us also cancels the Automatic Extended Reporting Period and any Optional Extended Reporting Period; the **Policy Period**, the Automatic Extended Reporting Period, and any Optional Extended Reporting Period will end on that date. If we cancel for the reason specified in Subparagraph (a), there shall be no return premium. If we cancel for reasons stated in Subparagraphs (b) or (c) in the first twelve (12) months of the **Policy Period**, the earned premium shall be computed pro-rata of the twelve-month earned policy term premium. Payment of any return premium shall not be a condition of cancellation.

3. This Policy may be cancelled by the first **Named Insured** for any reason. In the event that the first **Named Insured** cancels the Policy, the earned premium shall be computed under the customary short rate table and procedure as a percentage of the total Policy premium stated in the Declarations, and we will return the earned premium to the first **Named Insured**. Cancellation by the first Named Insured shall also cancel the Automatic Extended Reporting Period and any Optional Extended Reporting Period on the date of cancellation.
4. Notwithstanding the foregoing, if you report a **Claim** or **First Party Claim** to us prior to the date of cancellation, the Policy premium shall be considered 100% earned, and no premium shall be returned upon cancellation.

H. No Limitation of Liability

You shall not limit the liability of any **Responsible Entity**, except to collectible insurance, without our prior written approval.

I. Your Bankruptcy

Your bankruptcy or insolvency shall not relieve us of our obligations under this Policy.

J. Authorization Clause

By acceptance of this Policy, the first **Named Insured** shall be the sole agent of and shall act on behalf of the **Insureds** for all purposes as to the Policy, including but not limited to the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, providing and receiving notice of cancellation, termination, or nonrenewal, the giving of notices and reporting of **First Party Claims, Claims** and circumstances, for completing applications and the making of any statements or representations, for making any change to the Policy, and for the exercising or declining to exercise any right under this Policy, including the purchase of an Optional Extended Reporting Period.

K. Severability of Policy Provisions

If any material provision or clause of this Policy is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, that provision will immediately become null and void, leaving the remainder of this Policy in full force and effect.

L. Severability of Insureds (Coverages B, C, D and E)

Except with respect to the Limits of Liability and Self-Insured Retentions, the Authorization Clause of this Conditions Section and as otherwise provided in this Policy, this insurance applies as if each **Insured** were the only **Insured** and separately to each **Insured** against whom a **Claim** is made.

M. Other Insurance

This Policy is excess over the Self-Insured Retention and any other valid and collectible liability insurance available to you, whether such other insurance is stated to be primary, pro-rata, contributory, excess, contingent, self-insured or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to the Policy number in this Policy's Declarations. When any other insurance has a duty to defend a **Claim**, we will have no duty to defend the **Claim**; if no such other insurance defends the **Claim**, we will have the right but not the duty to defend the **Claim**.

Under Coverage C only, when you are required by written contract, written agreement, or permit, executed prior to when the **Pollution Claim** was first made, to include any person or entity as an additional **Insured**, such coverage will be provided on a primary and non-contributory basis to the extent so required.

N. Choice of Law

All matters arising from or related to this Policy, including without limitation questions related to the validity, interpretation, performance, and enforcement of this Policy, all forms of contractual, tort and statutory claims, and all remedies and entitlement to costs or attorneys' fees in a dispute over any of the foregoing, shall be determined in accordance with the law and practice of the State of New York (notwithstanding New York's conflicts of law rules).

O. Jurisdiction and Venue

It is agreed that, in the event of any dispute arising from or related to this Policy, including without limitation questions related to the validity, interpretation, performance, and enforcement of this Policy, and all forms of contractual, tort and statutory claims, you and we will submit to the jurisdiction of any court (State or Federal) in New York and will comply with all the requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of your or our right to remove an action to the United States District Court, regardless of the jurisdiction in which an action is commenced.

Designated Construction Project Aggregate Limit Endorsement

In consideration of the premium paid, it is understood and agreed that, solely as respects the coverage provided by this Endorsement, Section VI.A. Limits of Liability is deleted in its entirety and replaced with the following:

AA. Designated Construction Project Aggregate Limit

1. Designated Construction Project Aggregate Limit: Our Limit of Liability for all **Third Party Loss** arising out of a single **Designated Construction Project** shall not exceed the amount stated in Item 4.D. of the Declarations specified for each applicable coverage. Subject to the terms of the Policy and this endorsement, each **Designated Construction Project** shall be afforded a dedicated Designated Construction Project Aggregate Limit, even if the limits described in Section VI.A. are exhausted.
2. Combined Designated Construction Project Aggregate Limit: Our Limit of Liability for all **Third Party Loss** arising out of a single **Designated Construction Project** under the coverages described in Section I. provided by this Policy shall not exceed the amount stated in Item 4.E. of the Declarations. Subject to the terms of the Policy and this endorsement, each **Designated Construction Project** shall be afforded a dedicated Combined Designated Construction Project Aggregate Limit, even if the limits described in Section VI.A. are exhausted.

A. Limits of Liability

1. Limit of Liability Each Claim or First Party Claim: Our Limit of Liability for the sum of all **Loss** for each single **Claim** or **First Party Claim** to which this Policy applies shall not exceed the amount stated in Item 4.A. of the Declarations specified for each applicable coverage provided by this Policy. Upon exhaustion of the limits described in Section VI.AA. for a given **Designated Construction Project**, this Limit of Liability shall apply, but this Limit of Liability shall be eroded by such **Third Party Loss** paid under Section VI.AA. for each single **Claim**.
2. Limit of Liability in the Aggregate for Each Coverage for the Policy: Our Limit of Liability for all **Loss** under each respective coverage provided by this Policy shall not exceed the amount stated in Item 4.B. of the Declarations for such coverage for the Policy, except as respects **Third Party Loss** paid under Section VI.AA. Upon exhaustion of the limits described in Section VI.AA. for a given **Designated Construction Project**, this Limit of Liability shall apply, but this Limit of Liability shall be eroded by such **Third Party Loss** paid under Section VI.AA. under each respective coverage provided by this Policy.
3. Limit of Liability in the Aggregate for All Coverages Described in Section I. of this Policy for the Policy: Our Limit of Liability for the sum of all **Loss** arising out of all **Claims** or **First Party Claims** under the coverages described in Section I. provided by this Policy shall not exceed the amount stated in Item 4.C. of the Declarations for the Policy, except as respects **Third Party Loss** paid under Section VI.AA. Upon exhaustion of the limits described in Section VI.AA. for a given **Designated Construction Project**, this Limit of Liability shall apply, but this Limit of Liability shall be eroded by **Third Party Loss** paid under Section VI.AA. under the coverages described in Section I. provided by this Policy.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Knight Const. & Supply, Inc.	Policy Number PCADB50047840819
Effective Date of This Endorsement 08/19/2019	Authorized Representative

Item 4. of the Declarations is amended by adding the following:

Item 4. Limits of Liability

Insuring Agreement	D.
	Designated Construction Project Aggregate Limit
I.B.	\$1,000,000
I.C.	\$1,000,000

E. Combined Designated Construction Project Aggregate Limit: \$1,000,000

Section IV. Definitions is amended by adding the following:

- **Designated Construction Project** means a specified scope of physical construction work in connection with which you are legally responsible for the rendering of **Professional Services** or the performance of **Contractor Activities**. All such scopes of physical construction work that:
 1. are located entirely upon a single legally defined property parcel; or
 2. are defined in a single contract (including all revisions, amendments, supplements, change orders and other expansions of scope thereto);

will be deemed to be the same **Designated Construction Project**. All phases of a multiple phase scope of physical construction work shall be deemed to be the same **Designated Construction Project**. All scopes of construction work at issue in a single **Claim** shall be deemed to be the same **Designated Construction Project**.

Section V. Exclusions is amended by adding the following, but solely as respects our obligations under the coverage provided by this Endorsement:

- any **Designated Construction Project** which has been the subject of any **Claim** or reported circumstance (to us or any other insurer) prior to the inception of this Policy, regardless of whether the **Claim** or circumstance was based upon similar or different allegations.
- any **Designated Construction Project** involving the repeated use of the same or related design or Inspection services as another **Designated Construction Project**, regardless of whether a **Claim** or circumstance has been reported for such other project.
- any **Designated Construction Project** performed directly or indirectly for or for the benefit of the same client or a client's parent(s), subsidiary(ies), affiliate(s) or other related persons or entities as any other **Designated Construction Project**, regardless of whether a **Claim** or circumstance has been reported for such other project.
- any **Designated Construction Project** that was intended to be or is a for-sale or rental single-family or multi-family residential house or unit, including any condominium, apartment or timeshare.
- any previously or presently abandoned **Designated Construction Project**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Knight Const. & Supply, Inc.	Policy Number PCADB50047840819
Effective Date of This Endorsement 08/19/2019	Authorized Representative

Solely as respects the Limits of Liability under Section VI.AA, Section X.B. shall be deleted in its entirety, and no other provisions of this Policy shall be construed to afford you any circumstance reporting privileges as respects the Limits of Liability under Section VI.AA.

Section XI.I. is deleted in its entirety and replaced with the following:

I. Your Bankruptcy

Your bankruptcy or insolvency shall not relieve us of our obligations under this Policy, except as respects the coverage provided by this Endorsement.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Knight Const. & Supply, Inc.		Policy Number PCADB50047840818
Effective Date of This Endorsement 08/19/2019	Authorized Representative	



Agenda Sheet for City Council Meeting of:
08/17/2020

Date Rec'd	8/5/2020
Clerk's File #	OPR 1984-0475
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	SCOTT SIMMONS 625-6584
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4100 AMENDMENT TO EXTEND EMERGENCY WATER TO AIRWAY HEIGHTS.

Agenda Wording

Approval of an extension and an amendment to an agreement that provides Airway Heights with short-term supplemental emergency water from the City of Spokane.

Summary (Background)

Spokane is providing emergency water service to Airway Heights as it works to address PFOS/PFOA contamination. In 2018, Spokane agreed to provide supplemental emergency water in the amount of 1,400 gpm. The agreement allowed for an initial 2-year term and three (3) 1-year extensions. This amendment would authorize the first of the 1-year extensions and amend the agreement to allow for five (5) 1-year extensions. Airway Heights pays the "Outside City Rate to Other Purveyors" for water it uses.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	SIMMONS, SCOTT M.	<u>Study Session\Other</u> PIES July 27, 2020
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u> Breean Beggs
<u>Finance</u>	WALLACE, TONYA	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	smsimmons@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	eschoedel@spokanecity.org
<u>Additional Approvals</u>		acline@spokanecity.org
<u>Purchasing</u>		atripp@cawh.org
		kanderson@cawh.org
		mfeist@spokanecity.org

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division
Subject:	Airway Heights Amended Water Supply Agreement and Emergency Water Service Agreement
Date:	7/27/20
Author (email & phone):	Scott Simmons smsimmons@spokanecity.org 625-6584
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Water System Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approve extension of agreement as provided for under current agreement
Background/History: On April 12, 2018, the City agreed to provide to Airway Heights additional short term supplemental emergency water from Spokane in the amount of approximately 1,400 gpm for a period of two (2) years from the initial date of emergency water service. The agreement provides for the Parties to agree and execute an amendment extending the term for emergency supplemental water in additional one year increments, not to exceed three (3) one-year extensions. Airway Heights has requested to initial the 1 st of the 1 year extensions.	
Executive Summary: <ul style="list-style-type: none"> City of Spokane is providing emergency water service to Airway Heights due to contamination in Airway Heights groundwater source for drinking water The initial 2 yr term has expired The agreement provides for additional 1 yr extensions Airway Heights has requested the initial 1 year extension 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: N/A Known challenges/barriers: N/A	



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:



City of Spokane

**1 of 5 EXTENSION and AMENDMENT of the
AMENDED WATER SUPPLY AGREEMENT
between SPOKANE AND AIRWAY HEIGHTS
AND
EMERGENCY WATER SERVICE**

This Extension and Amendment of the Amended Water Supply Agreement between Spokane and Airway Heights and Emergency Water Service Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **City of Airway Heights**, whose address is 1208 South Lundstrom, Airway Heights, Washington 99001 as ("**Airway Heights**").

*WHEREAS, the parties entered into an Amended Water Supply Agreement and Emergency Water Service Agreement "Agreement" on April 12, 2018 wherein the City agreed to provide to **Airway Heights** additional short term supplemental emergency water from Spokane in the amount of approximately 1,400 gpm for a period of two (2) years from the initial date of emergency water service; and*

WHEREAS, paragraph 5.2.1 provides for the Parties to agree and execute an amendment extending the term for emergency supplemental water in additional one year increments, not to exceed three (3) one-year extensions; and

WHEREAS, Airway Heights has requested additional time, and thus the Agreement time for performance needs to be formally extended by this written document, see attached Exhibit "A".

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

1. CONTRACT DOCUMENTS.

The original Agreement Contract, dated April 12, 2018, 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 Extension and Amendment shall become effective on June 15, 2020.

3. EXTENSION and AMENDMENT.

The contract documents are hereby extended and shall run through June 15, 2021.

Furthermore, Paragraph 5.2.1 Term is amended to be restated to read as follows:

5.2.1 Term. For a period of two (2) years commencing upon Spokane delivering water to Airway Heights ("Initial Term") at the Point of Delivery, Spokane shall supply water in the amount not to exceed 1,400 GPM through the Emergency Supplemental Connection. Airway Heights upon written notice may request in writing and the Parties may agree to extend the emergency supplemental water service for (~~three (3))~~ five (5) additional one year intervals by written agreement ("Extension Periods"). The maximum term of the Emergency Supplemental Connection shall not exceed (~~five (5))~~ seven (7) years.

All other terms and conditions in the underlying contract shall remain in full force and effect.

4. COMPENSATION.

Airway Heights shall pay the City per the term "Outside City Rate to Other Purveyors" is as set forth in Title 13, Chapter 13.04, Section 13.04.2014 of the Spokane Municipal Code, or its succeeding provision(s) as such may be revised or amended through time. This rate may be periodically adjusted and shall be applicable as set forth in the rate schedule adopted by the Public Works and Utility Division and the Spokane City Council, for everything furnished and done under this Contract Extension.

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

CITY OF AIRWAY HEIGHTS

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk
City of Airway Heights

CITY OF SPOKANE

By _____
Signature Date

Nadine Woodard
Type or Print Name

Title

Attest:

City Clerk
City of Spokane

Approved as to form:

Approved as to form:

City Attorney
City of Airway Heights

Assistant City Attorney
City of Spokane

Attachments that are part of this Contract Extension:

A – Letter from Airway Heights to Spokane requesting extension, dated May 29, 2020.

U2020-053

**Agenda Sheet for City Council Meeting of:**

08/31/2020

<u>Date Rec'd</u>	8/20/2020
<u>Clerk's File #</u>	OPR 2020-0674
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	RISK MANAGEMENT
<u>Contact Name/Phone</u>	MIKE ORMSBY 6287
<u>Contact E-Mail</u>	MORMSBY@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5800 RISK MGMT. 2020-2021 INSURANCE RENEWALS

Agenda Wording

Approval of the purchase of property, casualty and cyber insurance for the City of Spokane for the period of September 1, 2020 to August 31, 2021.

Summary (Background)

Various insurance policies of the City expire on August 31, 2020. The City's broker, Willis of Seattle has marketed the City's insurance requirements and the estimates included in the Briefing Paper included in this packet reflect the estimated renewal amounts.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Expense	\$	\$2,383,856.00		#	Various accounts
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>				<u>Council Notifications</u>	
<u>Dept Head</u>		ORMSBY, MICHAEL		<u>Study Session\Other</u>	8/17/20
<u>Division Director</u>		ORMSBY, MICHAEL		<u>Council Sponsor</u>	Council Member Mumm
<u>Finance</u>		HUGHES, MICHELLE		<u>Distribution List</u>	
<u>Legal</u>		PICCOLO, MIKE		sstopher@spokanecity.org	
<u>For the Mayor</u>		ORMSBY, MICHAEL		pingiosi@spokanecity.org	
<u>Additional Approvals</u>				rkokot@spokanecity.org	
<u>Purchasing</u>					

BRIEFING PAPER City of Spokane

Subject

Contract authorizing Willis of Seattle, the City's insurance broker, to purchase insurance policies for the City of Spokane.

Background

Each year our broker markets the City's insurance needs and brings forward insurance proposals. The policies included in our renewal are below, including premium amount.

Impact

The City is self-insured and purchases excess insurance coverage to limit financial exposure. This excess coverage protects the City in the event a qualifying event exceeds our self-insured retention limits. Without excess coverage, the City would have to cover the full cost of a qualifying event. The total cost for the 2020-2021 renewal is estimated at \$2.4 million.

Action

Approve agenda item.

Funding

Risk, Worker's Camp, Water/Wastewater, Streets, Fire, Solid Waste Disposal 2020-2021

Worker's Compensation/Crime/Liability/Cyber

Coverage	Carrier	Option	Premium
Workers Compensation	WR Berkley	SIR \$1.25M For all Classes	\$201,810.00
Workers Compensation	WR Berkley	Split SIR \$1.5M for Police, Fire, & Volunteer police \$1.25M for others	\$185,363.00
Workers Compensation	WR Berkley	SIR of \$1.5M for all classes	\$175,139.00
Crime	Great American Insurance Group	Option 1 Per Expiring	\$21,407.00
Equipment Floater	Allianz Group	Option 1	\$36,926.00
Excess Liability - Auto, GL	Argo Group	Option 1	\$513,670.00

and EXLI			
Excess Liability - Auto, GL and EXLI	Argo Group	Option 2	\$462,117.00
Excess Liability \$10M xs \$10M xs SIR	Allied World Assurance Company	Option 1	\$150,105.00
Cyber	Willis Limited	Option 1	\$49,630.00
Subtotal			\$1,796,167.00

Equipment Property Coverage

Coverage	Carrier	Option	Premium
General Property	Liberty Mutual	Option 1	**
Upriver Dam (\$1M Limit of Liab)	Liberty Mutual	Option 1	**
Waste Water Treatment (\$1M Limit of Liab)	Liberty Mutual	Option 1	\$64,152.00
Waste to Energy -covered by MunichRe, etal	MunichRe, etal	N/A	\$523,537.00
Subtotal			\$587,689.00
Total			\$2,383,856.00

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route ALL requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 8/20/20

Type of expenditure: Goods ☐ Services ☒

Department: Risk Manangement

Approving Supervisor: Wes Crago - Tonya Wallace

Amount of Proposed Expenditure: \$2,383,856

Funding Source: Paid on pro-rata basis from various departments

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

The current insurance policies covering City assets and providing coverage for liabilities expires on August 31, 2020. In order to provide continuous coverage, it is important to renew the City's insurance policies.

What are the impacts if expenses are deferred?

The City would be without insurance.

What alternative resources have been considered?

N/A

Description of the goods or service and any additional information?

Insurance policies covering City assets and providing coverage for liabilities

Person Submitting Form/Contact: Mike Ormsby/6287

FINANCE SIGNATURE:

DocuSigned by:

8CD776A784614E2...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

9C36E3376992442...

**Agenda Sheet for City Council Meeting of:**

08/31/2020

Date Rec'd

8/20/2020

Clerk's File #

ORD C35930

Renews #Submitting Dept

POLICE

Cross Ref #Contact Name/Phone

ERIC OLSEN 835-4505

Project #Contact E-Mail

EOLSEN@SPOKANEPOLICE.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

1560 - INCREASE TO FORFEITURE FUNDS BUDGETARY SPENDING

Agenda Wording

Ordinance amending Ordinance No.C-35857,passed by the City Council December 16, 2019 to make changes in the appropriations of the Forfeitures and Contributions Fund,FROM Forfeiture Fund-Undesignated Reserves and Revenues TO Various Accounts,same fund

Summary (Background)

The Spokane Police Department participates in Federal Equitable Sharing programs through the Dept. of Justice and the U.S. Dept. of the Treasury as well as through state programs. Federal guidelines restrict fund usage to law enforcement agencies for law enforcement purposes only. Action on this SBO will increase budget by \$114,200 to be used on various pieces of police equipment and as well as training.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 95,000

1560-17100-21250-53522-99999

Expense \$ 19,200

1560-17200-21250-53502-99999

Revenue \$ 19,200

1560-17200-21250-36930-99999

Revenue \$ 95,000

1560-99999-99999-Undesignated Reserves

ApprovalsCouncil NotificationsDept Head

OLSEN, ERIC

Study Session\OtherPSCHC Meeting
06/01/2020Division Director

OLSEN, ERIC

Council Sponsor

Councilmember Kinnear

Finance

SCHMITT, KEVIN

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasingBUDGET

INGIOSI, PAUL

Briefing Paper

(Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	Budget transfer and increase to Forfeiture funds
Date:	June 1, 2020
Contact (email & phone):	Maj. Eric Olsen eolsen@spokanepolice.org
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	Chief Craig Meidl
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of budget transfer of \$167,300 within the existing Forfeiture fund as well as SBO to increase Forfeiture fund by \$114,200 for the purchase of police equipment.
Background/History: The Spokane Police Department participates in Federal Equitable Sharing programs through the Dept. of Justice and the U.S. Dept. of the Treasury as well as through state programs. Federal guidelines restrict fund usage to law enforcement agencies for law enforcement purposes only. Funds received through state programs may be used as outlined in RCW 69.50.505, RCW 10.105.010, RCW 9 & RCW 9A.	
Executive Summary: <ul style="list-style-type: none"> SPD requests approval to transfer \$167,300 with the existing Forfeiture budget from Reserves to equipment lines Approval of SBO to increase equipment lines by \$114,200 Total purchasing request of \$281,500 from available funds Funds will be used for the purchase of: <ul style="list-style-type: none"> Training regarding human trafficking Starchase units and service Digital scanner software Plain vehicles for undercover detectives Controlled substance identifier equipment Night vision hardware Mobile x-ray equipment 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



Expenditure Control Form

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Today's Date: 8/17/2020

Type of expenditure:

Goods



Services



Department: Police

Approving Supervisor: Kevin Schmitt

Amount of Proposed Expenditure: n/a

Funding Source: n/a

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

This is an SBO request to increase budget and not a direct request for expenditure.

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact: Kevin Schmitt x4087

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

ORDINANCE NO. C35930

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the Forfeitures and Contributions 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 of Spokane does ordain:

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

FROM:	1560-99999 99999-	Forfeiture Fund Undesignated Reserves	95,000
	1560-17200 21250-36930	Forfeiture Fund – State Confiscated/Forfeited	<u>19,200</u>
			<u>\$ 114,200</u>
TO:	1560-17100 21250-53522	Forfeiture Fund – Federal Power tools/Equipment	95,000
	1560-17200 21250-53502	Forfeiture Fund – State Minor Equipment	<u>19,200</u>
			<u>\$ 114,200</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to increase Forfeiture budget to be used towards law enforcement equipment 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 the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor Date

Effective Date

**Agenda Sheet for City Council Meeting of:**

08/31/2020

Date Rec'd

8/20/2020

Clerk's File #

ORD C35931

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

CANDACE MUMM 625-6256

Project #Contact E-Mail

CMUMM@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

0320 - SPECIAL BUDGET ORDINANCE RESTORING TRAFFIC CALMING FUNDS

Agenda Wording

Special budget ordinance amending the 2020 budget to restore funding into the traffic calming measures fund.

Summary (Background)

This ordinance transfers \$500,000 from unappropriated reserves to the traffic calming fund.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Revenue \$ 500,000

0680-11150-97130-80101

Expense \$ 500,000

0100-99999-99999

Revenue \$ 500,000

1380-24100-95300-59951

Expense \$ 500,000

1380-24100-99999-39710

ApprovalsCouncil NotificationsDept Head

ALLERS, HANNAHLEE

Study Session\Other

Finance Comm., 8-17-20

Division DirectorCouncil Sponsor

CM Mumm

Finance

HUGHES, MICHELLE

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasingBUDGET

INGIOSI, PAUL

Memo

To: Breean Beggs, Council President
Cc: Candace Mumm, Council Member/Finance Committee Chair
Brian McClatchey, Director of Policy & Government Relations
From: Tim Dunivant
Date: 8/20/2020
Re: Traffic Calming Funds – 2019 Transfer to General Fund

Over the past couple of years, City Council has approved two resolutions describing authorized uses of Traffic Calming Funds. On 06/11/18 City Council approved Resolution 2018-0044 which authorized the use of Traffic Calming Funds (school speed zone camera revenue) to fund the salary and benefits for four additional SPD officers dedicated to traffic enforcement, particularly near schools. Resolution 2018-0044 approved reimbursement of up to \$250k in 2018, \$500k in 2019, and \$250k in 2020 for the deployment of police officers for traffic enforcement at and near schools, beyond full-time equivalents of the existing traffic unit. The resolution noted that any transfer of funds shall be on a reimbursement basis for documented hours worked at or near schools conducting traffic enforcement. SPD declined use of the funds based on the requirement to document the hours.

City Council Members met with SPD to negotiate a potential MOU to make it easier to document the requirements to obtain funding from traffic calming. Subsequently, City Council approved Resolution 2019-0102 on 11/18/19. This resolution noted that funding approved in this resolution superseded the allocations described in the 2018 resolution. Resolution 2019-0102 allowed for up to \$500k per year (2019 – 2021) for certified traffic officer patrol shifts which target at least 50% of their shift time within 300 feet of a school, park or designated school or park crossing. It was clearly noted that any transfer of funds shall be on a reimbursement basis for documented shifts worked in such deployments. SPD again rejected this approach but Council Members continued to meet with them in hopes of developing an acceptable MOU, which to date has not yet been reached.

Earlier this year a transfer of 2019 Traffic Calming Funds was processed moving the full \$500k from Traffic Calming to the General Fund (Spokane Police Department). At the time of the transfer there was no documentation to support the transfer. In a memo from Finance, it was noted that SPD does not track detailed shift information specific to traffic enforcement around schools and that the required documentation for the transfer (pursuant to Resolution 2019-0102) does not exist. After the transfer, it was noted in subsequent research that the Traffic Sergeant regularly assigns officers to school zones in the mornings and afternoons and then to Parks zones for up to 2.5 hours per shift. Using this data, Finance came up with a model that indicated that the appropriate transfer of funds should be \$327k instead of the full \$500k.

Earlier this year SPD leadership informed City Council at its Public Safety Committee meeting that until there was still no agreement on how this program would work. In addition, there is no time and effort documentation (as required by Resolution 2019-0102) to support any transfer of funds. Lastly, the resolution required that to qualify for reimbursement, at least 50% of an officer's shift time must be

spent performing traffic enforcement in the designated areas . The information we have to date indicates that they are only spending about 25% - 30% of a shift when assigned to traffic enforcement in the designated areas.

Based on the information above, Council President has requested that we prepare an SBO for Council consideration that would restore the \$500k to Traffic Calming. This does not preclude a new transfer of funds to SPD if an agreement is reached in conformance with Resolution 2019-0102 or enactment of a new resolution.



Expenditure Control Form

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Today's Date: 8/19/2020

Type of expenditure:

Goods



Services



Department: City Council

Approving Supervisor: Breean Beggs

Amount of Proposed Expenditure: \$500,000

Funding Source: unappropriated reserves

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

Reverse unauthorized transfer of funds from traffic calming fund. See attached memorandum.

What are the impacts if expenses are deferred?

See attached memorandum.

What alternative resources have been considered?

N/A

Description of the goods or service and any additional information?

Traffic calming projects and planning throughout the city. See attached memorandum.

Person Submitting Form/Contact: Brian McClatchey, bmcclatchey@spokanecity.gov

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

ORDINANCE NO. C- 35931

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the General Fund and Traffic Calming Measures 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 of Spokane does ordain:

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

FROM:	0100-99999 99999	General Fund Unappropriated Reserves	<u>\$ 500,000</u>
TO:	0680-11150 97130-80101	General Fund Transfer to Traffic Calming Measures	<u>\$ 500,000</u>

Section 2. That in the budget of the Traffic Calming Measures Fund, and the budget annexed thereto with reference to the Traffic Calming Measures Fund, the following changes be made:

FROM:	1380-24100 99999-39710	Traffic Calming Measures Fund Transfer from General Fund	<u>\$ 500,000</u>
TO:	1380-24100 95300-59951	Traffic Calming Measures Fund Reserve for Budget Adjustment	<u>\$ 500,000</u>

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to reimburse the Traffic Calming Measures Fund for the transfer of Traffic Calming Funds to the Police Department related to 2019, 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 the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council Meeting of:**

08/31/2020

Date Rec'd

8/19/2020

Clerk's File #

RES 2020-0063

Renews #**Submitting Dept**

DEVELOPER SERVICES CENTER

Cross Ref #**Contact Name/Phone**

ELDON BROWN 625-6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

4700 - ALLEY- JULIA-CENTRAL STREET VACATION

Agenda Wording

Resolution setting hearing before the City Council for September 28, 2020 for the vacation of the alley between Bismark and Central, from Sycamore to Julia, as requested by Thomas Kosteletzky

Summary (Background)

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Council Notifications****Dept Head**

BECKER, KRIS

Study Session\Other

UE 08/17/2020

Division Director

BECKER, KRIS

Council Sponsor

CP Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

RICHMAN, JAMES

kbecker@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

edjohnson@spokanecity.org

Additional Approvals

mvanderkamp@spokanecity.org

Purchasing

ebrown@spokanecity.org

sbishop@spokanecity.org

Briefing Paper (Urban Experience Committee)

Division & Department:	Planning & Development
Subject:	Vacation of the alley between Bismark and Central, from Julia to Sycamore
Date:	August 17, 2020
Contact (email & phone):	Eldon Brown (ebrown@spokanecity.org) 625-6305
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Precedes taking this application to a public hearing before City Council
Background/History: The property owner would like to vacate the adjacent right-of-way to control access and expand their property.	
Executive Summary: <ul style="list-style-type: none"> Vacation application has been reviewed by City Departments and Private Utility Companies. Comcast, Avista, and CenturyLink have facilities in the alley and are requesting easements to be reserved within the vacation ordinance. This alley was established in 1889 by the plat of Columbia Addition. Recommend a no-cost vacation be granted because this alley was technically already vacated by operation of law due to a non-user statute that was in place at the time. Map of the proposal area attached along with the application materials 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



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Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

RESOLUTION 2020-0063

WHEREAS, on July 15, 2020, the Spokane City Council received a petition for the vacation of the alley between Bismark and Central, from Sycamore to Julia, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the alley between Bismark and Central, from Sycamore to Julia, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate the alley between Bismark and Central, from Sycamore to Julia, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **September 28, 2020**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2020.

City Clerk

Approved as to form:

Assistant City Attorney

P2003824VACA

N Sycamore St

N Julia St

E Bismark Ave

E Central Ave

0 30 60 90 Feet



Right-of-way Description:
The alley between Bismark and Central
From Sycamore to Julia

Legend

 vacation

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled
from various sources and is subject to constant
revision. Information shown on this map should
not be used to determine the location of facilities
in relationship to property lines, section lines,
streets, etc.



**Agenda Sheet for City Council Meeting of:**

08/31/2020

<u>Date Rec'd</u>	8/20/2020
<u>Clerk's File #</u>	ORD C35932
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER
<u>Contact Name/Phone</u>	ELDON BROWN 625-6305
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	4700 - ORDINANCE AMENDING ORDINANCE C34840

Agenda Wording

An ordinance amending Ordinance C-34840 that vacated the Alley between Cowley Street and Grant Street from East Riverside Avenue South to Alley

Summary (Background)

City Council passed the vacation Ordinance on January 14, 2013. At that time standard language regarding emergency access was placed in the ordinance. Adjacent property owners feel that this statement will affect having a clear title and would like the statement removed.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	DUVALL, MEGAN
<u>Division Director</u>	BECKER, KRIS
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	RICHMAN, JAMES
<u>For the Mayor</u>	CRAGO, WES
Additional Approvals	
<u>Purchasing</u>	



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Today's Date:

Type of expenditure:

Goods



Services



Department: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35932

An ordinance amending Ordinance C-34840 that vacated the Alley between Cowley Street and Grant Street from East Riverside Avenue South to Alley

WHEREAS, a petition for the vacation of the Alley between Cowley Street and Grant Street from East Riverside Avenue South to Alley has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the Alley between Cowley Street and Grant Street from East Riverside Avenue South to Alley in the southwest $\frac{1}{4}$ of Section 17 Township, 25 North, Range 43 East, is hereby vacated. Alley is more fully described as Lot 11, Block 5, First Addition to Third Addition to Railroad which was dedicated for alley purposes. Parcel number not assigned.

~~Section 2. Adequate emergency vehicle access shall be maintained to existing and future buildings.~~

~~Section 3. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to (one-half or full) the assessed value of the area herein vacated.~~

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date:_____