**CITY OF SPOKANE**

## REGARDING CITY COUNCIL MEETINGS

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

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the June 22, 2026, meetings is below. All meetings will be streamed live on Channel 5 and online at https://my.spokanecity.org/citycable5/live and https://www.facebook.com/spokanecitycouncil.

**WebEx call in information for the week of June 22, 2026:**

3:30 p.m. Agenda Review Session: 1-408-418-9388; access code: 249 217 29618; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 249 699 17004; password: 0320

**To participate in public comment (including Open Forum):**

Testimony sign-up is open beginning at 5:00 p.m. on Friday, June 19, 2026, and ending at 6:00 p.m. on Monday, June 22, 2026, via the online testimony sign-up form link which can be accessed by clicking https://my.spokanecity.org/citycouncil/meetings/signup/ or in person outside council chambers beginning at 8:00 a.m. on June 22, 2026. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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

# THE CITY OF SPOKANE

# DRAFT COUNCIL AGENDA

## MEETING OF MONDAY, JUNE 22, 2026

## MISSION STATEMENT

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

**MAYOR LISA BROWN**
**COUNCIL PRESIDENT BETSY WILKERSON**
**COUNCIL MEMBER MICHAEL CATHCART**
**COUNCIL MEMBER PAUL DILLON**
**COUNCIL MEMBER SARAH DIXIT**
**COUNCIL MEMBER KITTY KLITZKE**
**COUNCIL MEMBER KATE TELIS**
**COUNCIL MEMBER ZACK ZAPPONE**

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

City of Spokane Guest Wireless access for Council Chambers:

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

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

# LAND ACKNOWLEDGEMENT

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

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

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

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

Adopted by Spokane City Council on the 22nd day of March, 2021

*via Resolution 2021-0019*

# AGENDA REVIEW AND LEGISLATIVE SESSIONS

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

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

## ADDRESSING THE COUNCIL

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

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

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

# AGENDA REVIEW SESSION

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

**ROLL CALL OF COUNCIL**

**INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS**

**COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST**

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

**APPROVAL BY MOTION OF THE DRAFT AGENDA**

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

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# EXECUTIVE SESSION

**(Closed Session of Council)**
**(Executive Session may be held or reconvened during the 3:30 p.m. Agenda Review Session or the 6:00 p.m. Legislative Session)**

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# LEGISLATIVE SESSION

**(Council Reconvenes in Council Chamber)**

**LAND ACKNOWLEDGEMENT**

**PLEDGE OF ALLEGIANCE**

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

**ROLL CALL OF COUNCIL**

**PROCLAMATIONS AND SALUTATIONS**

**REPORTS FROM COMMUNITY ORGANIZATIONS**

**ANNOUNCEMENTS**
**(Announcements regarding Changes to the City Council Agenda)**

## NO BOARDS AND COMMISSIONS APPOINTMENTS

# REPORTS, CONTRACTS, AND CLAIMS

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

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

| REPORTS, CONTRACTS AND CLAIMS | RECOMMENDATION | |
|---|---|---|
| 1. Low Bid of (to be determined at bid opening) (City, ST) for the grant funded project for the construction of a classroom addition at the existing Police Academy—$1,875,500. (Council Sponsors: Council President Wilkerson and Council Member Telis)<br>Dave Steele | Approve | OPR 2026-0536 |
| 2. Interagency Agreement with The State of Idaho Military Division, by and through the Idaho Office of Emergency Management to fund a hazmat response team operated by the Spokane Fire Department, covering North Idaho for a 3-year term 2026-2029. (Council Sponsors: Council President Wilkerson and Council Member Telis)<br>Tom Williams | Approve | OPR 2026-0537 |
| 3. Preventative Maintenance Agreement with Dundee Concrete and Landscaping, LLC. (Mead, WA) to remove and replace the old media for the Biofilter at the Water Reclamation Facility—$142,947 (plus tax). (Council Sponsors: Council Members Klitzke and Zappone)<br>Kyle Arrington | Approve | OPR 2026-0538<br>RFQ 6541-26 |

| | | | |
|---|---|---|---|
| 4. | **Low Bid of (to be determined at bid opening) (City, ST) for 2025 Cycle 13 Traffic Calming - $(_____). An administrative reserve of 10.5% of the contract will be set aside. 0.5% of that 10.5% will be used as a reward, where applicable and where payable, for contractors who meet Washington State apprenticeship requirements. (Various Neighborhoods) (Council Sponsor: Council Member Klitzke)**<br>**Dan Buller** | **Approve** | **OPR 2026-0539**<br>**ENG 2025046**<br>**ENG 2025047**<br>**ENG 2025048** |
| 5. | **Public Works Contract with Knight Const. and Supply, Inc. (Deer Park, WA) for the replacement of the bottom ash pan at the Waste to Energy Facility from July 1, 2026-June 30, 2027—not to exceed $752,824 (plus tax). (Council Sponsors: Council Member Klitzke)**<br>**Trace Bradburn** | **Approve** | **OPR 2026-0540**<br>**PW ITB 6543-26** |

**Council President Wilkerson requests motion on behalf of administration to suspend Council Rules and add the following item (OPR 2019-1095):**

| | | | |
|---|---|---|---|
| 6. | **Contract Amendment with Axon Enterprises, Inc. (Scottsdale, AZ) to add additional body cameras and tasers for Spokane Police Officers, as well as additional licenses and software, from July 1, 2026, through December 31, 2029—$1,896,462.72 for remaining life of contract. (Council Sponsors: Council Members Telis and Cathcart)**<br>**Shawna Ernst** | **Approve** | **OPR 2019-1095** |
| 7. | **Report of the Mayor of pending:** | **Approve & Authorize Payments** | |
| | a. **Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2026, total $_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $_____.** | | **CPR 2026-0002** |
| | b. **Payroll claims of previously approved obligations through _____, 2026: $_____.** | | **CPR 2026-0003** |
| 8. | **Minutes:** | **Approve All** | |
| | a. **City Council Meeting Minutes: _____, 2026.** | | **CPR 2026-0013** |
| | b. **City Council Standing Committee Meeting Minutes: _____, 2026.** | | |

# LEGISLATIVE AGENDA

## SPECIAL BUDGET ORDINANCES

**(Require Five Affirmative, Recorded Roll Call Votes)**

**ORD C36886** **Amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-Biennial Modification Budget for the City Of Spokane", and amending it to purchase prescription eyewear equipment for gas masks, and declaring an emergency. (Council Sponsors: Council Members Telis and Cathcart)**
**Jacqui MacConnell**

**ORD C36885** **Amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-Biennial Modification Budget for the City of Spokane", and amending it to finance the purchase of public safety capital equipment, and declaring an emergency. (Council Sponsors: Council Members Telis and Cathcart)**
**Matt Boston**

## NO EMERGENCY ORDINANCES

## RESOLUTIONS

**(Requires Four Affirmative, Recorded Roll Call Votes)**

**RES 2026-0042** **Providing for the issuance and sale of taxable Limited Tax General Obligation Bonds in the aggregate principal amount of not to exceed $4,000,000; establishing interfund loan facilities from the Spokane Investment Pool to finance capital needs for public safety vehicles, improvements, equipment, and apparatus; fixing the date, form, maturity, interest rate, terms and covenants of the bonds; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto. (Council Sponsors: Council Member Telis and Cathcart)**
**Matt Boston**

## FINAL READING ORDINANCES

**(Requires Four Affirmative, Recorded Roll Call Votes)**

**ORD C36884** **Formally establishing the Spokane Urban Native Advisory Council (SUNAC) to strengthen and guide the City of Spokane's relationship with the community's urban Native residents; creating a new Chapter 04.42 to Title 04 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Dillon)**
**Alex Scott**

# FIRST READING ORDINANCES

**ORD C36877** **Creating a right for cooling for residential tenants and requiring that adequate cooling be provided by January 1, 2031; amending section 10.57.140, enacting a new section 10.57.175 of Chapter 10.57 and repealing Section 10.57.170 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon, Klitzke, and Dixit)**
**Paul Dillon**

**(First Reading deferred to June 22, 2026, Agenda, from June 1, 2026, Agenda, during May 18, 2026, 3:30 p.m. Agenda Review Session, thereby deferring Second Reading to July 15, 2026.) (As amended during June 1, 2026, 3:30 p.m. Agenda Review Session)**

**Telis Proposed Amendment:**

- **Request motion to amend First Reading Ordinance C36877 with proposed updates filed May 28, 2026, and included in agenda packet under First Reading Ordinance C36877.**

**FURTHER ACTION DEFERRED**

# NO SPECIAL CONSIDERATIONS

# NO HEARINGS

# OPEN FORUM

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

## ADJOURNMENT

**The June 22, 2026, Regular Legislative Session of the City Council will be held and is adjourned to July 15, 2026.**

**Note: The regularly scheduled City Council meetings for Monday June 29, 2026, and July 6, 2026, are canceled. Effective July 14, 2026, the regular City Council Meeting schedule will change to the following:**

**Agenda Review Meetings: Tuesdays at 11:00 a.m.**
**Council Committee Meetings: Tuesdays at 1:00 p.m.**
**Council Legislative Session Meetings: Wednesdays at 6:00 p.m.**

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

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# NOTES

# Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 06/01/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 06/22/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 5/26/2026 | | |
| **Clerk's File #** | OPR 2026-0536 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | FACILITIES MANAGEMENT | **Bid #** | TBD |
| **Contact Name/Phone** | DAVE STEELE 6065 | **Requisition #** | |
| **Contact E-Mail** | DSTEELE@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | BWILKERSON KTELIS | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** YES | **Public Works?** YES | |
| **Agenda Item Name** | FACILITIES - POLICE DEPARTMENT - POLICE ACADEMY ADDITION CONTRACT | | |

## Agenda Wording

The Facilities Department, in partnership with the Police Department and the Purchasing Department, has completed the design and bid for the construction of a classroom addition at the existing Police Academy. This project is grant funded and will provide approximately 3,700 s.f. of new classroom, restrooms, and support spaces.

## Summary (Background)

Facilities, in partnership with the Police Department, is requesting council approval of the construction contract, with the low bidder information and contract cost to be provided in advance of the final agenda. Bids for this project are due June 22, 2026 by 1 pm.

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

This proposal increases the access of the Spokane region law enforcement departments to high quality classroom space for a wide variety of training opportunities, these agencies commonly interact with a wide variety of excluded communities.

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

N/A

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

N/A

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

This proposal increases the access of the Spokane region law enforcement departments to high quality classroom space for a wide variety of training opportunities, these agencies commonly interact with a wide variety of excluded communities.

**Council Subcommittee Review**

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | $ 1,875,500.00 |
| Current Year Cost | $ 1,875,500.00 |
| Subsequent Year(s) Cost | $ |

## Narrative

This proposal increases the access of the Spokane region law enforcement departments to high quality classroom space for a wide variety of training opportunities, these agencies co

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 727500.00 | # 1620-91846-94210-56501-99999 |
| Expense | $ 1150000.00 | # 3160-11460-94000-56501-68413 |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

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

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

No

| | |
|---|---|
| **Expense Occurrence** | One-Time |

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| **Dept Head** | TEAL, JEFFREY | **PURCHASING** | WAHL, CONNIE |
| **Division Director** | STRATTON, JESSICA | | |
| **Accounting Manager** | LIPPS, JOSH | | |
| **Legal** | HARRINGTON, | | |
| **For the Mayor** | PICCOLO, MIKE | | |

## Distribution List

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| laga@spokanecity.org | jmacconnell@spokanepolice.org |
| jteal@spokanecity.org | |
| | |

# Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 06/01/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 06/22/2026

| | |
|---|---|
| **Date Rec'd** | 5/27/2026 |
| **Clerk's File #** | OPR 2026-0537 |
| **Cross Ref #** | |
| **Project #** | |
| **Bid #** | |
| **Requisition #** | |

| | |
|---|---|
| **Submitting Dept** | FIRE |
| **Contact Name/Phone** | TOM WILLIAMS 509-435-7001 |
| **Contact E-Mail** | TMWILLIAMS@SPOKANECITY.OIRG |
| **Agenda Item Type** | Contract Item |
| **Council Sponsor(s)** | BWILKERSON KTELIS |
| **Sponsoring at Administrators Request** | NO |
| **Lease?** NO | **Grant Related?** YES **Public Works?** NO |
| **Agenda Item Name** | IDAHO-SPOKANE HAZMAT TEAM INTERAGENCY AGREEMENT |

## Agenda Wording

A cross-border interagency agreement where the Idaho Office of Emergency Management funds a hazmat response team operated by the Spokane Fire Department (SFD), covering north Idaho for a 3-year term (2026-2029). SFD staffs, trains, and deploys the team; Idaho reimburses incident costs including personnel, equipment, and hazard pay.

## Summary (Background)

This is a 36-month interagency agreement (effective 2026-2029) between the Idaho Office of Emergency Management and the City of Spokane (via its Fire Department), establishing the Region 1 Hazardous Substance Emergency Response Team to handle hazmat incidents primarily in north Idaho. Idaho funds equipment and training, while the SFD serves as the Host Agency responsible for staffing, maintaining equipment, and deploying the team. Reimbursement for incident deployments covers fully loaded personnel costs plus 10% hazard pay, with administrative overhead capped at 10% of the total request. Either party may terminate with 180 days' notice (or 90 days for non-appropriation).

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

Historically excluded communities, including low-income neighborhoods and communities of color, often face greater environmental hazard exposure with fewer resources to respond; this team ensures equitable, professional hazmat coverage across all areas of Spokane regardless of neighborhood.

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

Spokane Fire Department will track incident locations and response times against City demographic data, with results reportable through existing City equity and public safety reporting channels.

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

SFD will monitor response time compliance, team certifications, and incident outcomes annually; the Joint Advisory Group provides additional oversight and course correction as needed.

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

This agreement implements Spokane's 2025 CEMP, fulfills SMC 02.04.096 obligations, and supports the City's public safety and regional resilience priorities.

**Council Subcommittee Review**

N/A

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | NO |
| Total Cost | $ 0.00 |
| Current Year Cost | $ 0.00 |
| Subsequent Year(s) Cost | $ 0.00 |

## Narrative

Capital Equipment: $518,000 initial capital grant (Idaho-funded).Training Pool: $235,000 shared equally across 8 teams for required and pre-approved training. Personnel: Reimbursed at fully loaded hourly rate + 10% hazard pay; admin costs capped at 10% pe

| Amount | | Budget Account |
|---|---|---|
| Neutral | $ TBD, Grants office will assign | # TBD, Grants office will assign |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

| | |
|---|---|
| **Funding Source** | N/A |
| **Funding Source Type** | Grant |

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

N/A

| | |
|---|---|
| **Expense Occurrence** | N/A |

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

N/A

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | WILLIAMS, TOM M. | PS EXEC REVIEW | YATES, MAGGIE |
| Division Director | WILLIAMS, TOM M. | ACCOUNTING - | DUFFEY, ANDREW |
| Accounting Manager | HAACK, KELLY A. | | |
| Legal | HARRINGTON, | | |
| For the Mayor | PICCOLO, MIKE | | |

## Distribution List

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| rfreeley@imd.idaho.gov | scerda@imd.idaho.gov |
| | |
| | |

# INTERAGENCY AGREEMENT

# TO ESTABLISH THE REGION 1 TYPE 2 IDAHO

# HAZARDOUS SUBSTANCE EMERGENCY

# RESPONSE TEAM

# BY AND BETWEEN

# THE STATE OF IDAHO MILITARY DIVISION

# AND

# CITY OF SPOKANE

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THIS AGREEMENT (the “Agreement”) is entered into and effective _____, 2026, by and between and the State of Idaho Military Division, by and through the Idaho Office of Emergency Management (the “Military Division"); and the City of Spokane a municipal corporation organized under the laws of the State of Washington through its Spokane Fire Department (the "Host Agency"). The Military Division and the Host Agency are each sometimes herein referred to as a “Party,” and collectively as the “Parties.”

RECITALS

A. The Military Division has authority pursuant to Idaho Code § 67-2332, and the Host Agency has authority pursuant to Revised Code of Washington (RCW) § 39.34.030(1) to enter into interagency contracts to perform any governmental service, activity or undertaking which each Party is authorized by law to perform, including services, supplies, and capital equipment.

B. The Idaho Hazardous Substance Response Act, Idaho Code §§ 39-7101 through 39-7115 (the "Act"), provides authority for response to hazardous substance incidents.

C. Pursuant to Idaho Code § 39-7104(1), the Military Division has the responsibility for implementing the provisions of the Act for the State of Idaho.

D. Idaho Code § 39-7104(1)(b) provides that the Military Division may establish and implement state emergency hazardous substance response teams that have appropriately trained personnel and necessary equipment to respond to hazardous substance Incidents on a regional and/or statewide basis.

E. The Host Agency represents that it has been designated pursuant to RCW_38.52 et seq., 118-30 WAC, Spokane Municipal Code (SMC) 02.04.096, City of Spokane’s 2025 Comprehensive Emergency Management Plan (CEMP), to be the local emergency response authority to respond to hazardous substance incidents within its local jurisdiction and is further capable of planning for and responding to hazardous substance incidents within its regional jurisdiction.

F. The Parties desire to enter into this Agreement for the establishment of an emergency response team that will primarily respond to hazardous substance incidents within its designated region, including in Idaho.

NOW, THEREFORE, in consideration of the foregoing recitals, purposes, and considerations, the Parties covenant and agree as follows:

## Article 1 Definitions

As used herein, the following terms, phrases and words shall have the following designated meanings:

**1.1** **Active Roster** shall mean those members who have met all training, or are in training, and physical requirements to serve as a Hazardous Materials Technician on the Region 1 Response Team.

**1.2** **Emergency** shall mean the Release or Threat of release, as defined in Idaho Code § 39-7103, that threatens immediate harm to the environment or the health and safety of any individual and that requires immediate action for the containment or control of a hazardous or potentially hazardous substance to prevent, minimize or mitigate harm to the public health, safety or the environment which may result if action is not taken.

**1.3** **Equipment** shall mean all apparatus, equipment, tools, furnishings, supplies and other items of tangible personal property provided or funded by or through the Military Division necessary to support the Region 1 Response Team regardless of the per unit price of that item.

**1.3.1** **Capital Equipment** shall mean all non-consumable apparatus, equipment, tools, furnishing and other items of tangible personal property provided or funded by or through the Military Division to support the Region 1 Response Team with a per unit price valued in excess of $5,000 per item.

**1.4** **Fire Service Organization (FSO)** shall mean a governmental fire protection agency, fire protection district, or fire protection association established pursuant to Idaho Code § 50- 309 or Idaho Code § 31-1401, or Fire Department defined in RCW 35A.92.020(5), the Host Agency's applicable statute and Spokane Municipal Code Section 03.01B.114.

**1.5** **Hazardous Substance Incident** for purposes of this Agreement only shall mean an emergency circumstance or incident referenced within the Idaho Hazardous Materials and Weapons of Mass Destruction Incident Command and Response Plan and as defined in Idaho Code § 39-7103(2) requiring a response by the Region 1 Response Team to monitor, assess and evaluate a release or threat of a release of a hazardous or potentially hazardous substance. A hazardous substance Incident may require containment or confinement or both but does not include site cleanup or remediation efforts after the incident commander has determined the emergency has ended.

**1.6** **Hazardous Substance** shall mean any hazardous substance, known or suspected, as defined in Idaho Code § 39-7103(3).

1.7 **Joint Advisory Group** shall mean the advisory board established between the Idaho Fire Chiefs Association (IFCA) and the Military Division which is tasked with administrative oversight duties involving state emergency response teams.

1.8 **Region 1** shall mean the area and communities that reside within the boundaries of District 1 as identified in the Idaho Emergency Response Team Hazmat Operations Plan.

1.9 **Region 1 Response Team** shall mean the state hazardous substance emergency response team created and implemented pursuant to this Agreement as authorized by Idaho Code 39-7104(1)(b) and RCW 39.34.030(1), RCW 38.52 et seq., 118-30 WAC, Spokane Municipal Code (SMC) 02.04.096, City of Spokane's 2025 Comprehensive Emergency Management Plan (CEMP).

1.10 **Training** shall mean Region 1 Response Team's hazardous materials training that shall follow established standards for Hazardous Materials Technician Level in accordance with the objectives specified in the NFPA 470 Standards and 29 CFR, OSHA 1910.120, and 40 CFR EPA 311.

1.11 **Type II Response Team** shall mean a state hazardous substance emergency response team with the capability to deploy eight (8) members including a team lead that has the capabilities to identify and deal with unknown and all hazardous substances.

1.12 **Type IV Response Team** shall mean a state hazardous substance emergency response team with the capability to provide control measures, advanced reconnaissance, and subject matter expertise particularly in rural areas or communities with limited hazardous materials response capability.

## Article 2 Term and Termination

### 2.1 Term

This Agreement shall be in effect for a period of thirty-six (36) months effective from the date of the last signature. It is the intent of the Parties that this Agreement shall be reviewed by the Parties prior to expiration of the term for purposes of determining whether to further renew (including any necessary changes) or terminate the Agreement at the conclusion of the term. This Agreement shall not automatically renew. Any renewal or extension of this Agreement must be made by mutual written agreement of the Parties, executed prior to the expiration of the then-current term.

### 2.2 Termination with or without Cause

Subject to §§ 2.3.1 and 2.3.2, Either Party may terminate this Agreement with or without cause, by providing the other Party with one hundred eighty (180) days' prior

written notice. If this Agreement is terminated, the Host Agency shall have no right to further reimbursement pursuant to this Agreement.

### 2.3. Termination for Non-appropriation

#### 2.3.1 Military Division

The Military Division is a government entity, and it is understood and agreed that the Military Division's payments herein provided for shall be paid from Idaho State Legislative appropriations and/or other available federal sources, including federal grants. The Legislature is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the Military Division or the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature and/or award of federal funds as may exist from time to time, or beyond the term of any particular approval of spending authority of federal funds, as may exist from time to time.

The Military Division reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, (i) the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the Military Division to continue such payments, or requires any return or "give-back" of funds required for the Military Division to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the Military Division discontinues or makes a material alteration of the program under which funds were provided, and/or (ii) if any applicable federal agency or entity, withdraws or freezes applicable federal funding or fails, neglects, or refuses to appropriate or provide sufficient funds as may be required to continue payments under the Agreement.

The Military Division shall not be required to transfer funds between accounts if funds are reduced or unavailable. Further, in the event of any such termination, the Military Division shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

#### 2.3.2 Host Agency

Should the Host Agency's income or revenue become unavailable due to lack of appropriation, the Host Agency may terminate this Agreement upon ninety (90) days' prior written notice to the Military Division (an "Event of Non-Appropriation"). In the event of termination upon ninety (90) days' notice, this Agreement shall terminate without penalty or expense to the Host Agency, and the

Host Agency shall not be obligated to pay any further amounts, except that all amounts charged during the period this Agreement was in effect shall be paid as provided herein. Nothing in this Agreement is intended, nor shall anything be constructed or construed, to be an indebtedness or liability in violation of Article VIII, section 3 of the Idaho Constitution.

## Article 3 Obligations of the Parties

### 3.1 Establishment of Team

1. The Host Agency shall establish and implement the Region 1 Response Team with the primary duty and responsibility to respond to hazardous substance incidents in Region 1 in accordance with the terms of this Agreement. The Region 1 Response Team shall be a Type 2 Response Team. The Region 1 Response Team shall respond to hazardous substance incidents on a statewide basis as required.

2. The Host Agency shall keep maintenance, repair, and inventory records for all equipment provided or funded by or through the Military Division, as well as maintain all training and competency records for the Region 1 Response Team. The Host Agency must notify the Military Division if at any time the Region 1 Response Team is unable to deploy due to lack of qualified members or mechanical failure of critical equipment.

### 3.2 Funding by Military Division

The Idaho Military Division shall provide the Host Agency with the necessary funding for equipment and training as defined by this Agreement to enable the Region 1 Response Team to respond individually or in concert to a designated hazardous substance incident. Notwithstanding the foregoing, the funding for equipment, training, and non-reimbursable costs provided will be based upon legislative appropriation and/or grant funds and is contingent upon legislative appropriation and / or the availability of grant funds.

### 3.3 Joint Advisory Group

The Parties agree to cooperate with the Joint Advisory Group per the Memorandum of Understanding between the Idaho Military Division and the Idaho Fire Chiefs Association.

### 3.4 Capital Equipment

Capital Equipment shall be owned by the Host Agency. If either Party terminates this Agreement, possession and title to the capital equipment (including any replacement capital equipment) shall be transferred to the Military Division or its designee for program reallocation. The Parties acknowledge that, pursuant to separate agreement, the Military Division has or may be granted a lien on titled capital equipment provided or funded by or through the Military Division. With respect to the capital equipment, the Host Agency shall:

1. Be responsible for licensing and registration of the capital equipment (as applicable).

2. Maintain the capital equipment in good condition, ordinary wear and tear expected.

3. Be responsible for all maintenance and repairs.

4. Insure the capital equipment covering comprehensive fire, theft and collision.

5. Permit the Military Division to inspect the capital equipment at all reasonable times, upon prior notice to the Host Agency.

6. Keep the capital equipment free from any liens and encumbrances, except for any lien of the Military Division.

7. Be responsible for any damage to the capital equipment caused by the Host Agency's negligence or misuse of same.

8. Only use the capital equipment for training, hazardous substance incidents in its capacity as the Region 1 Response Team, or hazardous substance incident response within its own jurisdiction, or hazardous substance incident response conducted pursuant to mutual aid, automatic aid, interlocal, regional response, or statewide mobilization agreements within the State of Washington. At its discretion, the Military Division may grant the Host Agency permission to use capital equipment for another purpose on a per-instance-basis.

### 3.5 Ownership of Non-Capital Equipment

Non-capital equipment, provided by or funded by or through the Military Division, shall be owned by the Host Agency. Non-capital equipment purchased by the Host Agency shall be owned by the Host Agency.

### 3.6 Reimbursement

The Host Agency shall obtain reimbursement in accordance with this Agreement and the Act. Nothing in this Agreement, however, should be read as obligating the Military Division or the State of Idaho to provide reimbursement for responses to hazardous substance Incidents in excess of that permitted by the Act.

#### 3.6.1 Reimbursement for Incident Deployment

In accordance with Idaho Code § 39-7109, the Host Agency may request no later than sixty (60) days from the close of the hazardous substance incident's emergency phase, reimbursement for direct costs, including, without limitation: personnel and mileage reimbursement; post-exposure physicals to members of the Region 1 Response Team who respond to a hazardous substance incident and, as a result, were exposed to hazardous substances above permissible exposure or who develop signs or symptoms consistent with exposure to a hazardous substance; repairs of equipment; and replacement of equipment destroyed or rendered unusable, which are incurred as a direct result of response to any hazardous substance incident. With each reimbursement request, the Host Agency shall detail any equipment requiring replacement. Replacement of equipment shall be at the sole discretion of the Military Division and shall take place after the Military Division has determined that the condition of such equipment requires replacement, and that replacement was directly caused by a response to a hazardous substance incident. The Military Division shall seek reimbursement from the party responsible for the hazardous substance incident in the manner set forth in the Act. In cases in which timely payment is not received from a responsible party, the Military Division shall recommend reimbursement to the Board of Examiners as provided in Idaho Code § 39-7110. Payments received from the Board of Examiners shall be used to replace any equipment destroyed or rendered unusable.

#### 3.6.2 Standard Reimbursement Methodology for Personnel

The reimbursement methodology described below for personnel related costs ensures uniform and fair compensation for deployed personnel and administrative processing while maintaining accountability and compliance with State of Idaho auditing requirements.

1. Personnel costs for State of Idaho requested and approved hazardous substance incident deployment of the Region 1 Response Team shall be reimbursed based on the following:

a. Deployed members shall be reimbursed based on their fully loaded hourly rate of pay.

b. In addition to the hourly rate, a ten percent (10%) hazard pay shall be applied to the base hourly rate for all hours while deployed.

c. If the deployment moves a member into an overtime status for the workweek (based on department policies), the reimbursement rate shall be one and one-half (1.5) times the fully loaded hourly rate plus the ten percent (10%) hazard pay per hour, for all hours deployed.

d. Personnel eligible for reimbursement shall include all individuals assigned to the hazardous substance incident under the incident command system, including rostered team members and additional personnel performing operational or support functions necessary to sustain response operations. Such personnel may include, but are not limited to, specialized response elements (e.g., waterborne containment or boom deployment), apparatus operators, decontamination personnel, and technical specialists.

e. Reimbursement shall apply to the full complement of personnel deployed or assigned to support the hazardous substance incident, including staffing levels exceeding any minimum response requirement, when such staffing is operationally necessary based on incident conditions, safety considerations, or regulatory requirements.

2. The timeframe for the personnel costs set forth in subsection 1 above that are eligible for reimbursement will be based on the following:

a. Reimbursement begins when the deployed members leave their station in response to the deployment request.

b. Reimbursement continues until the mission is complete, and the deployed members arrive back at their station.

c. An additional one (1) hour of reimbursement will be provided for routine cleanup and decontamination activities. In the event that decontamination operations extend beyond routine activities, including but not limited to large-scale incidents, hazardous substance persistence,

equipment contamination, or regulatory requirements, all additional decontamination time, personnel, equipment, and disposal costs shall be reimbursed to the fullest extent permitted under Idaho Code sections 39-7109 and 39-7110, and subsection 3.6.1 of this Agreement.For personnel assigned to support functions, including backfill or operational support roles, reimbursement shall apply for the duration of time such personnel are assigned to maintain or directly support the hazardous substance incident response capability, to the fullest extent permitted under Idaho Code sections 39-7109 and 39-7110, and subsection 3.6.1 of this Agreement.3.

Administrative fees eligible for reimbursement will be based on the following:

a. The Host Agency may seek reimbursement for actual and documented administrative costs associated with preparation and submission of the reimbursement request, provided that such administrative costs shall in no event exceed than 10% of the total reimbursement request.

b. Administrative costs must be based on the fully loaded hourly rate of the individual responsible for completing the required reimbursement request.

4. Record-keeping and auditing requirements for cost reimbursement will be based on the following:

a. The Host Agency will provide departmental pay policy applicable to the Region 1 Response Team to the Military Division by January 1 of each year.

b. All reimbursement requests must be supported by detailed timecards and associated records.

c. The Host Agency on behalf of the Region 1 Response Team must retain all reimbursement-related records for a period of three (3) years.

d. The Military Division reserves the right to audit reimbursement requests within this three (3) year period.

### 3.6.3 Reimbursement through Civil Action

The Host Agency may submit a request for reimbursement to the Military Division for costs associated with responding to an incident but not reimbursable

by this Agreement under the provisions of chapter 71, of title 39, Idaho Code. Pursuant to the provisions of Idaho Code § 39-7112(4), the Attorney General's Office may, at the request of the Host Agency commence a civil action on the behalf of the Host Agency to recover expenses from the party responsible for the hazardous substance incident.

## 3.7 Training

### 3.7.1 Required Training

The Military Division shall provide initial and annual refresher training in accordance with NFPA 472 and 29 C.F.R § 1910.120 to rostered members assigned to the Region 1 Response Team. Rostered members for purposes of this section shall be designated as Hazardous Materials Technicians, as defined in NFPA 472 and 29 C.F.R § 1910.120, or team members in training. The Host Agency shall be responsible for certifying the annual competency of its team members.

### 3.7.2 Training Records

The Host Agency shall maintain training records for the Region 1 Response Team and provide documentation validating team and/or team member compliance to the Military Division no later than March 15th of each year.

### 3.7.3 Training Drills and Exercises

Members of the Region 1 Response Team may participate in local and/or regional hazardous substance emergency drills and exercises upon request. The Host Agency shall coordinate with the Military Division for requested local and/or regional training exercises. Requests may include operations and/or awareness level training for local first responders. The Region 1 Response Team shall also provide emergency response information as requested by local emergency planning committees.

### 3.7.4 Reimbursement for Training, Drills and Exercises

The Host Agency may request funding on behalf of the Region 1 Response Team, for costs associated with initial and annual refresher training pre-approved by the Military Division. Additionally, the Host Agency may, on behalf of the Region 1 Idaho Emergency Response Team, request funding for pre-approved training drills, exercises, conferences and/or annual meetings necessary to maintain proficiency and effectiveness.

### 3.8 Medical Surveillance and Physical Examinations for Response Personnel

The Host Agency shall provide initial baseline and annual physicals for the rostered members of the Region 1 Response Team necessary to comply with standards established within NFPA 1582 and 29 CFR 1910.120 (f). The Host Agency may request reimbursement from the Military Division for initial and annual required physical examinations completed by rostered members of the Region 1 Response Team that meet NFPA 1582 and 29 C.F.R § 1910.120. Reimbursement for such physical examinations shall be limited to no more than 30 rostered members annually, based on available funding and as outlined in the Idaho Emergency Response Team Hazmat Operations Plan. The Host Agency may designate and rotate which rostered members are submitted for reimbursement each year. The Host Agency retains the authority to assign non-rostered City Fire Department employees to the Response Team depending on need at the time. The Host Agency agrees to annually provide training and certification records for these non-rostered City Fire Department employees. The Host Agency is entitled to physical examination reimbursement for these non-rostered members as well, subject to the maximum reimbursement limit of 30 total annual examinations. Maximum actual cost shall be no more than the allowable found in the Idaho Emergency Response Team Hazmat Operations Plan. The Host Agency shall further provide post-exposure physicals to members of the Region 1 Response Team who respond to a hazardous substance incident and, as a result, were exposed to hazardous substances above permissible exposure limits or who develop signs or symptoms consistent with exposure to a hazardous substance. Post-exposure physicals and medical surveillance required as a direct result of a hazardous substance incident shall be eligible for reimbursement for all affected personnel, regardless of roster size limitations. The Host Agency shall also provide post hazardous substance incident medical surveillance of members who are assigned to the Region 1 Response Team who were exposed to a hazardous substance during a hazardous substance incident.

### 3.9 Response Requirements

1. The Region 1 Response Team will respond to a hazardous substance incident promptly with on-duty and/or off-duty Hazardous Materials Technicians. The Region 1 Response Team should have members responding with apparatus within 30 minutes from the time a response is authorized for a Level 2 or Level 3 hazardous substance incident (as defined in the Idaho Hazardous Materials and Weapons of Mass Destruction Incident Command and Response

Plan), 90% of the time. Hazardous substance incidents requiring a full response (as defined below) will require a minimum of eight Hazardous Materials Technicians to be en-route within 60 minutes, 90% of the time. Team members in training may be counted toward a team response. The Region 1 Response Team may be requested to respond to hazardous substance incidents outside of Region 1. The Region 1 Response Team will cultivate and maintain effective relationships with other state emergency response teams, community partners, as well as local public safety and public health agencies to ensure collaboration before, during, and after a response. Type II Response Teams will be authorized to support Type IV Response Teams. Delayed responses will be reviewed by Joint Advisory Group for discussion, guidance and recommendations. For purposes of this Agreement, a full response is a hazardous substances incident that would require filling all roles within an emergency response team to include:

Haz Mat Group Supervisor
Assistant Safety Officer
Research/Science Officer
Intervention Leader
Decontamination Leader
Decontamination Team*
Entry Team
Back Up Team
Rescue Team*
*(Rescue Team and Decontamination Team may be filled with mission specific operations personnel)

2. Hazardous substance incidents that exceed a single operational period will transition to industry standard work-to-rest standards.

3. The Host Agency, in the event of a local emergency or catastrophe, will be relieved from responding outside of its local jurisdiction limits as the Region 1 Response Team. In the event of such occurrence, the Host Agency must notify the Military Division as soon as possible.

### 3.10 Command Structure

When responding to a hazardous substance incident, members of the Region 1 Response Team will operate within the incident command structure and serve under the command of the incident commander.

### 3.11 Compensation and Reimbursement for Response Team Personnel

When responding to a hazardous substance incident, the Region 1 Response Team members shall be paid by their actual employer. Reimbursement shall be paid to the Host Agency, on behalf of the Region 1 Response Team, as set forth in Section 3.6. The Host Agency will be responsible for reimbursement to employers of rostered team members not part of the Host Agency's organization. The Parties are independently responsible for paying workers compensation insurance coverage premiums for each of their employees per the requirements of the Parties' state statutes, and each Parties' employees remain legally entitled to such coverage per the terms of these respective statutes. The terms of the "Reciprocity Agreement Between Idaho Industrial Accident Board and Washington Department of Labor and Industries in Regard to Extraterritorial Jurisdiction" ("Idaho/Washington Reciprocity Agreement"), entered into per WAC 296-17-31009, apply should any extraterritorial issues of coverage arise out of employee performance of work in the employee's neighboring state (i.e., Idaho) vs. the employee's home state (i.e., Washington). Given the periodic and temporary occurrence of hazardous incident response work contemplated under the Agreement, the Parties do not anticipate any extraterritorial coverage issues to arise.

### 3.12 Personnel Requirements

Type II Response Teams shall maintain an active roster of no less than 10 team members trained to the Hazardous Materials Technician level. Type II Response Teams shall maintain an active roster of no less than 4 and no more than 10 members per team, trained to the Hazardous Materials Technician level. The Host Agency may maintain a roster exceeding this minimum to support operational readiness, rotation, training requirements, and extended or simultaneous incident response. For planning and baseline funding purposes, a standard Type II Response Team size of up to 40 personnel may be utilized; however, this shall not be construed as a limitation on total roster size or operational staffing. Additionally, the Region 1 Response Team must identify on their roster a Team Leader and Incident Safety Officer. A copy of this roster shall be provided electronically to the Military Division annually by the Host Agency no later than March 15th of each year. The Host Agency may fulfill this obligation to provide trained and rostered personnel by executing agreement(s) with other regional fire service or emergency services organizations to supplement the Region 1 Response Team. In the event two districts merge (for example, District 3 and District 4), the personnel requirements above shall double to ensure adequate response for simultaneous hazardous materials incidents.

## Article 4 General Provisions

### 4.1 Entire Agreement

This Agreement constitutes and contains the entire agreement of the Parties and supersedes and merges all other prior understandings or agreements between the Parties, if any, whether oral or written.

### 4.2 Performance

If a Party fails to exercise any rights or to insist that the other Party comply with any obligations, no such failure or insistence shall be a waiver of a right of a Party to demand strict compliance with each duty or obligation. No custom or practice of the Parties which varies from the terms of this Agreement shall constitute a waiver of the right of a Party to demand exact compliance. Waiver by one Party of any default by the other Party shall not affect or impair a Party's rights in connection with any subsequent default of the same or of a different nature, nor shall any delay or omission of a Party to exercise any rights arising from such a default affect or impair the rights of that Party as to such default or any subsequent default. All waivers of any duty or obligation by a Party must be expressed and evidenced in writing.

### 4.3 Compliance with Applicable Law

Each Party shall perform its obligations under this Agreement in compliance with all applicable federal, state, and local laws, regulations, ordinances, and policies. The Host Agency and its personnel shall remain subject to and comply with all applicable laws and policies of the State of Washington and the City of Spokane. Nothing in this Agreement shall be construed to require the Host Agency or its personnel to take any action that would violate such laws, regulations, ordinances, or policies.

### 4.4 Severability

In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

### 4.5 Additional Agreements

In the spirit of the Act, the Parties hereto agree to execute any other documents reasonably necessary to perform the intentions of this Agreement.

### 4.6 Dispute Resolution

If the Parties cannot reach an agreement and resolution of a dispute stemming from or about this Agreement, the Parties shall submit the issue to the Joint Advisory Group for review and non-binding recommendation regarding resolution. Thereafter, the Parties shall participate in mediation with a mutually acceptable mediator from a list of

qualified mediators from the Clerk of the Idaho Supreme Court, from which each Party shall alternatively strike one name until such time that the Parties either agree or there is only one name remaining, in which case that person will be the mediator for the Parties. If Parties are still unable to resolve the matter, the method of binding resolution shall be by litigation in a court of competent jurisdiction, as provided in section 4.7.

### 4.7 Choice of Law/Venue

Notwithstanding any provision of the Agreement to the contrary, interpretation of this Agreement shall be governed by and construed under the laws of the State of Idaho, without regard to any Idaho conflict of law principles that would cause the application of the laws of any jurisdiction other than the State of Idaho. Any action seeking an interpretation or enforcement of this Agreement shall be brought in the appropriate State Court of the Party against which the action is filed.

### 4.8 Assignment and Subcontracting

Neither Party shall assign or transfer any interest or service or enter into any subcontracts for services included within this Agreement, without the prior written consent of the other Party.

### 4.9 Amendments, Alterations, and Modifications of this Agreement

No amendment, alteration, modification of this Agreement shall be effective unless made in writing and duly executed by both Parties hereto.

### 4.10 Force Majeure

Neither Party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fires, acts of God, and acts in compliance with or required by any applicable law or regulation.

### 4.11 No Third-Party Beneficiaries

This Agreement is entered into solely for the benefit of the Parties hereto. Except as described herein, it shall confer no benefits, direct or indirect, on any third persons, including employees of the Parties. No other person or entity other than the Parties themselves may rely upon or enforce any provision of this Agreement. The decision to assert or waive any provision of this Agreement is solely that of the Parties.

### 4.12 Liability

Each Party to this Agreement shall be responsible for the conduct of its representatives, personnel, agents, officers, and employees as required by Idaho and Washington Law, respectively, except as otherwise specified within this Agreement. As public agencies, each Party recognizes that regardless of whether insurance is procured, or self-insurance is adequately funded, each Party shall meet any third-party liability obligations which may arise out of performance of this Agreement. These principles shall apply to and govern the relationship between the Parties pursuant to this Agreement, notwithstanding the language of any policy of insurance procured by either Party during the performance of the Agreement. Notwithstanding anything contained herein to the contrary, the liability of the Military Division is at all times herein strictly limited and controlled by the provisions of the Idaho Tort Claims Act, as now or hereafter amended. Nothing herein shall be deemed a waiver of any privilege, immunity, protection or defense afforded to the Military Division, as a political subdivision of the State of Idaho, under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable law.

### 4.13 Notice

All notices given pursuant to this Agreement or contemplated under this Agreement shall be given by public or private courier service or by certified return receipt requested, postage prepaid, addressed to the proper Parties at the following addresses:

If to the Military Division: State of Idaho Military Division
Office of Emergency Management
4040 W. Guard St.
Boise, ID 83705

If to the Host Agency: City of Spokane
Spokane Fire Department
44 W Riverside Ave.
Spokane, WA 99201

Any notice will be deemed delivered on the earlier of (a) actual delivery or refusal, or (b) three (3) days after mailing by certified mail. Any Party may change the address or designee to whom the notices shall thereafter be given upon five (5) days' prior written notice to all other Parties in the manner set forth in this section.

### 4.14 Statutory Certifications

**4.14.1 Disclosure of Abortion Related Matters.** The Military Division is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the “Act”) and Military Division employees who intentionally violate the provisions

of the Act are subject to criminal prosecution. By executing this Agreement, the Host Agency certifies that it is not and will not for the duration of the Agreement be an entity that provides abortions or an affiliate of an entity that provides abortions, as those terms are defined in Idaho Code § 18-8702. The Military Division may immediately terminate at its convenience the Agreement upon receipt of information that the Host Agency is in violation of the terms of this section.

**4.14.2 Certification Concerning Boycott of Israel.** Pursuant to Idaho Code section 67-2346, if payments under the Agreement exceed one hundred thousand dollars ($100,000) and the Host Agency employs ten or more persons, the Host Agency certifies that it is not currently engaged in and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

**4.14.3 Ownership or Operation by China.** Pursuant to Idaho Code section 67-2359, the Host Agency certifies that it is not currently owned or operated by the government of China and will not for the duration of the Agreement be owned or operated by the government of China. The terms in this section which are defined in Idaho Code section 67-2359 shall have the meaning defined therein.

**4.14.4 Boycott of Certain Industries.** Pursuant to Idaho Code section 67-2347A, if payments under the Agreement exceed one hundred thousand dollars ($100,000) and the Host Agency employs ten or more persons, the Host Agency certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company because the individual or company (1) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (2) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code. The definitions in Idaho Code section 67-2347A shall apply to the terms in this provision.

### 4.15 Public Records Act

The Parties recognize that they are each subject to Public Records Acts of their respective states. *See* Idaho Public Records Act (IPRA), Chapter 1, Title 74 Idaho Code and Washington State Public Records Act (PRA), RCW 42.56 et seq. Notwithstanding any provision of the Agreement to the contrary, the Parties must comply with their respective statutes. All records, including documents in all forms, received from either Party may be open to public inspection and copying unless exempt from disclosure.

Each Party shall clearly designate individual documents as “exempt” on each page of the record containing exempt portions and shall indicate the basis for any applicable Public Records Act exemption providing the bases for withholding from disclosure. Neither Party will accept the marking of an entire record as exempt. In addition, neither Party will accept a legend or statement on one (1) page that all, or substantially all, of the record is exempt from disclosure.

Each Party represents and agrees that, prior to any disclosure of information pursuant to a request under the IPRA or PRA, it will (a) notify the other Party of such request and use best efforts to make such notice sufficiently timely so that the other Party may either seek an appropriate protective order or other remedy, or waive compliance by the other Party with the terms of this Agreement; and (b) disclose only such information as is required under the IPRA or PRA.

### 4.16 Sovereign Immunity

Nothing contained herein shall be deemed to constitute a waiver of the State of Idaho’s sovereign immunity, which immunity is hereby expressly reserved.

### 4.17 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by facsimile or electronic transmission) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.

### 4.18 Indemnification

Notwithstanding any provision of the Agreement to the contrary, the Parties acknowledge that neither Party has authority to indemnify the other, and that neither Party agrees to indemnify the other.

IN WITNESS WHEREOF, the Parties have herein executed this Agreement and made it effective as hereinabove provided.

**HOST AGENCY:**

**Printed Name** _____
**Signature** _____
**Title** _____
**Date** _____

**Elected Official's Name and Title**

**Printed Name** _____
**Signature** _____
**Title** _____
**Date** _____

**MILITARY DIVISION:**

**Printed Name** _____
**Signature** _____
**Title** _____
**Date** _____

# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 06/08/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 06/22/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 5/20/2026 | | |
| **Clerk's File #** | OPR 2026-0538 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | WASTEWATER MANAGEMENT | **Bid #** | RFQ 6541-26 |
| **Contact Name/Phone** | KYLE 625-4647 | **Requisition #** | |
| **Contact E-Mail** | KARRINGTON@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | KKLITZKE ZZAPPONE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** YES | |
| **Agenda Item Name** | 4320 CONTRACT DUNDEE CONCRETE AND LANDSCAPING BIOFILTER MEDIA | | |

## Agenda Wording

Council approval to award contract with lowest responsive, responsible bid, Dundee Concrete & Landscaping, LLC to remove and replace the old media for the Biofilter at the Water Reclamation Facility at a cost of $142,947.00 plus applicable tax.

## Summary (Background)

Riverside Park Water Reclamation Facility has two biofilters, which are used for odor control. They filter exhaust from the process building. The filter beds are composed of bark nuggets and hog fuel, which settle over time and become ineffective. The media in each bed needs to be replaced approximately every five years on an alternating basis. This went out for BID on RFQ 6541-26 and is scheduled to begin after notice to proceed (ASAP) and to end December 31, 2026.

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

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

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

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

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

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

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

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

**Council Subcommittee Review**

PIES committee June 8th, 2026

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | $ 142,947.00 |
| Current Year Cost | $ 142,947.00 |
| Subsequent Year(s) Cost | $ 0 |

## Narrative

This expenditure is planned continuously in the CIP. The total cost does NOT include tax.

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 142,947.00 | # 4320.43290.35148.54801.10087 |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

| | |
|---|---|
| **Funding Source** | One-Time |
| **Funding Source Type** | Program Revenue |

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

Yes, planned in CIP

| | |
|---|---|
| **Expense Occurrence** | One-Time |

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | ARRINGTON, KYLE | PURCHASING | PRINCE, THEA |
| Division Director | FEIST, MARLENE | | |
| Accounting Manager | ALBIN-MOORE, ANGELA | | |
| Legal | HARRINGTON, | | |
| For the Mayor | PICCOLO, MIKE | | |

## Distribution List

| | |
|---|---|
| dundeespokane@gmail.com | hbarnhart@spokanecity.org |
| kkeck@spokanecity.org | mmurray@spokanecity.org |
| Tax & Licenses | bmcmillan@spokanecity.org |
| hbarnhart@spokanecity.org | rpwrfaccounting@spokanecity.org |
| tlester@spokanecity.org | |

City Clerk's No. OPR 2026-0538

# City of Spokane

## PREVENTATIVE MAINTENANCE AGREEMENT

## Title: BIOFILTER MEDIA REPLACEMENT

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DUNDEE CONCRETE AND LANDSCAPING, LLC**, whose address is 12812 North Chronicle Road, Mead, Washington 99021 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the purpose of this Agreement is to provide the Biofilter Media Replacement at the Riverside Park Water Reclamation Facility; and*

*WHEREAS, the Contractor was selected from RFQ 6541-26.*

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

**1. TERM OF AGREEMENT.**
The term of this Agreement begins on June 15, 2026, and ends on December 31, 2026, unless amended by written agreement or terminated earlier under the provisions.

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

**3. SCOPE OF WORK.**
The Contractor's General Scope of Work for this Agreement is described in their Response to RFQ which is attached as **Exhibit C** and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

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

**4. COMPENSATION / PAYMENT.**
Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **ONE HUNDRED FORTY-TWO THOUSAND NINE HUNDRED FORTY-SEVEN AND NO/100 DOLLARS ($142,947.00)**, plus applicable taxes, unless modified by a written amendment

to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor shall submit its applications for payment to Riverside Park Water Reclamation Facility, Attn: Heather via email: HBarnhart@spokanecity.org. All invoices should include the City Clerk's File No. "OPR #2024-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. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

**6. TAXES, FEES AND LICENSES.**

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

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

**7. PREVENTATIVE MAINTENANCE.**

The following Preventative Maintenance requirements apply to the Work under this Agreement:

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

B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED**. For contracts in excess of $10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

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

**9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**
No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

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

**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 Title 48 RCW:

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 coverage in combination with Commercial General Liability policy shall be a minimum of $2M in order to meet the minimum insurance coverages required under 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

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

**11. SUBCONTRACTOR RESPONSIBILITY.**
The Contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

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

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

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

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

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

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

**18. 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.

**19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**
The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

**20. MISCELLANEOUS PROVISIONS.**
A. **Amendments/Modifications**: The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

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

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

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

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

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

I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

| **DUNDEE CONCRETE AND LANDSCAPING, LLC** | **CITY OF SPOKANE** |
|---|---|
| By_____ | By_____ |
| Signature Date | Signature Date |
| _____ | _____ |
| Type or Print Name | Type or Print Name |
| _____ | _____ |
| Title | Title |

| | |
|---|---|
| Attest: | Approved as to form: |
| _____ | _____ |
| City Clerk | Assistant City Attorney |

**Attachments that are part of this Agreement**:

Attachment A – Debarment Certification
Attachment B - Certification of Compliance with Wage Payment Statutes
Attachment C – Contractor's Response to RFQ

26-124

# EXHIBIT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

**EXHIBIT B**

# Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.
As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

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

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

| _____ | _____ | _____ |
|---|---|---|
| Date | City | State |

*Check One:*
Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐
State of Incorporation, or if not a corporation, State where business entity was formed:

_____
If a co-partnership, give firm name under which business is transacted:

_____

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

**EXHIBIT C**

| RFQ 6541-26 Biofilter Media Replacement, Riverside Park Reclamation Facility - Prevailing Wages | | | | |
|---|---|---|---|---|
| **Reference Number** | **Description** | **UOM** | **Quantity** | **Dundee Concrete & Landscaping** |
| 1a BIOFILTER MEDIA (using 1152 cubic yards as an estimate | Medium Nugget Bark comprises apporximately | cubic Yard | 864 | $38,880 |
| 1b BIOFILTER MEDIA - (using 1152 cubic yards as an estimate) | Large Hog Fuel comprises approximately 25% by | cubic Yard | 288 | $12,960 |
| 2 LOAD, HAUL AND DISPOSE OF OLD MEDIA | Disposal of old Biofilter Media | LUMP SUM | 1 | $20,000 |
| 3. MIXING, DELIVERY, AND INSTALLATION OF NEW MEDIA | Installation of new biofilter media | LUMP SUM | 1 | $37,000 |
| 4. CLEANING/REMOVAL OF DEBRIS FROM BIOFILDER PLENUM | cleaning of Biofilter plenum | LUMP SUM | 1 | $22,000 |
| 5. GEONET MESH | Geonet Mesh | Sq Ft | 5,720.00 | $11,440 |
| | | | Sub Total | $142,280 |
| | | | Tax | $12,947.48 |
| | | | Total with Tax | $155,227 |

# Bid Response Summary

**Bid Number** RFQ 6541-26
**Bid Title** Biofilter Media Replacement, Riverside Park Reclamation Facility - Prevailing Wages
**Bid Base Currency** USD
**Due Date** Thursday, April 30, 2026 2:30:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
**Bid Status** Closed to Bidding
**Company** Dundee Concrete & Landscaping
**Submitted By** steve felchlin - Thursday, April 16, 2026 12:15:18 PM [(UTC-08:00) Pacific Time (US & Canada)]
dundeespokane@gmail.com 5092163331
**Comments**

## Question Responses

| Group | Reference Number | Question | Response |
|---|---|---|---|
| Default Item Group | | | |
| | 1 | ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of. | 1 |
| Background and Purpose | | | |
| | 1 | The Riverside Park Water Reclamation Facility (RPWRF), located at 4401 N. A.L. White Parkway, Spokane, WA 99205, operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels. | I acknowledge and agree |

| | | | |
|---|---|---|---|
| | 2 | The RPWRF utilizes two Biofilter beds for odor control by filtering exhaust air from the process building. The filter beds are composed of bark nuggets and hog fuel (strips of wood) which settle over time and become ineffective. The media in each bed needs to be replaced approximately every five years on an alternating basis. This requirement is to replace the media in one of the two filter beds. The other filter bed will remain online to maintain air quality. | I acknowledge and agree |
| GENERAL INFORMATION | | | |
| | 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. | I acknowledge and agree |
| | QUALIFICATION | Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment and experience and financial ability to insure completion of the Work, unless waived by the City. Acknowledged | I acknowledge and agree |
| | AWARD OF CONTRACT | Award of contract, when made by the City, will be to the lowest responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results . | I acknowledge and agree |
| | | | |

| | | | |
|---|---|---|---|
| | PAYMENT | Payment will be made via direct deposit/ACH after receipt of Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify Contractor and reserve the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. | I acknowledge and agree |
| | REJECTION OF BIDS | The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown. | I acknowledge and agree |
| | REGISTERED CONTRACTOR | The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal. | I acknowledge and agree |
| | BUSINESS REGSITRATION | Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination. | I acknowledge and agree |
| | CONTRACT RENEWALS | Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement | I acknowledge and agree |
| | | | |

| | | | |
|---|---|---|---|
| | EXECUTION OF CONTRACT | Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor. | I acknowledge and agree |
| | GUARANTEE | The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City. | I acknowledge and agree |
| | COMPLETION TIME | The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work no later than November 01, 2026. | I acknowledge and agree |
| GENERAL REQUIREMENTS | | | |
| | INTENT OF SPECIFICATIONS | The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis. | I acknowledge and agree |
| | PERMITS | Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work. | I acknowledge and agree |

| | | | |
|---|---|---|---|
| | SUBCONTRACTORS | The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City. | I acknowledge and agree |
| | INSURANCE | During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s): | I acknowledge |
| | INSURANCE | a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.00. | I acknowledge and agree |
| | | | |

| | | | |
|---|---|---|---|
| | INSURANCE | b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000.00 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 $2,000,000.00 in order to meet the insurance coverages required under this Contract; | I acknowledge and agree |
| | INSURANCE | Acceptable supplementary Umbrella insurance coverage combined with Company’s General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and | I acknowledge and agree |
| | INSURANCE | c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles. | I acknowledge and agree |
| | | | |

| | | | |
|---|---|---|---|
| | INSURANCE | There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Company’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. | I acknowledge and agree |
| Technical Requirements | | | |
| | 1 | PERFORMANCE. The Contractor unless otherwise stated, the Contractor will do all the 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 specified work described as Biofilter Media Replacement. | I acknowledge and agree |
| | 2 | Vendor must provide new goenet, thickness 200 – 250 mil. It is estimated that 5,720 square feet would be required. | I acknowledge and agree |
| | | | |

| | | | |
|---|---|---|---|
| | 3 | Vendor must provide Biofilter Media is estimated to be 1152 Cubic Yards which is comprised of 75% Medium Nugget Bark and 25% Large Hog Fuel. | I acknowledge and agree |
| | 4 | Vendor must to remove existing media and geonet from biofilter's concrete enclosure having a length of 52 feet and width of 110 feet. It is estimated there is 1152 cubic yards of media contained in enclosure. | I acknowledge and agree |
| | 4.1 | Vendor must remove all debris that has fell through cattle gates. The area located below the cattle gates is referenced to as the "plenum area". Vendor must remove cattle gates to gain access to plenum area to enable vendor to be able to remove debris. After vendor has removed debris and cleaned the plenum area, the vendor must reposition cattle gates back into their original locations. | I acknowledge and agree |
| | 4.2 | Vendor must Load, Haul and Dispose of Old Media. | I acknowledge and agree |
| | 5 | Vendor must Mix, Deliver, and Install New Mixed Media and Geonet. | I acknowledge and agree |
| | 6 | Vendor must rake newly installed media so the media is level with concrete wall. | I acknowledge and agree |
| | 7 | Bidder has reviewed the 49 photos in Bid Documents Tab. The photos document a prior biofilter media placement. | I acknowledge and agree |
| | | | |

| | | | |
|---|---|---|---|
| | 7.1 | Breakout Listing of the 49 Photos by Quantity: Biofilter Drain Access Pie; Bioliter Misters; Cattle Grate Media Geonet; Cleaning Plenum; Cleaning Plenum (2); Cleaning Plenum (3); Cleaning Plenum (5); Copy of Old Media Texture; Ducting Loading Old Media (2); Loading Trucks(2); Loading Trucks (2); Loading Trucks (3); Loading Trucks Top View; Loading Trucks Top View (2); Media & Gonet; Media & Gonet Layout; Media Arrival; New Media; Old & New Media; Old & New Media (2); Old & New Media (3); Old Media; Old Media Drain Pipe; Old Media Removal (2); Old Media Removal (3); Old Media Texture; Old Media Texture (2); Onloading Old Media (5); Open Doors To Old Media; Placing Media in Biofilter; Placing New Media; Removing Cattle Grate; Removing Cattle Grate (2); Removing Old Media; Removing Old Media (2); Removing Old Media (3); Removing Old Media Top View; Replacing Media; Replacing New Media (2); Replacing New Media (3); Replacing New Media (5); Replacing New Media (6); Rolling Out Geonet; Unloading Old Media (3); Unloading Old Media - Top View (3); Unloading Old Media (4); Unloading Old Media( 5); and Unloading Old Media (6) | I acknowledge and agree |
| | 8 | The Firm must be licensed to do business in the State of Washington. | I acknowledge and agree |
| PUBLIC WORKS REQUIREMENTS | | | |
| | A. | The work under this contract is classified as routine maintenance under state law. | I acknowledge and agree |

| | | |
|---|---|---|
| 1 | A payment/performance bond is NOT required. | I acknowledge and agree |
| 2 | Statutory retainage is NOT required. | I acknowledge and agree |
| B. | Prevailing Wage | I acknowledge and agree |
| 1 | The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I). | I acknowledge and agree |

| | | | |
|---|---|---|---|
| | 2 | 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://secure.lni.wa.gov/wagelookup/. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. Unit Price contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates | I acknowledge and agree |

| | | | |
|---|---|---|---|
| | | applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate. | |
| | C. | Statement of Intent | I acknowledge and agree |
| | 1 | The Contractor and subcontractors will submit a “Statement of Intent to Pay Prevailing Wages” certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The “Statement of Intent to Pay Prevailing Wages” shall include: (1) the Contractor’s registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an “Affidavit of Wages Paid” certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620). | I acknowledge and agree |
| | D. | Filing Fees | I acknowledge and agree |
| | 1 | The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars ($40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I. | I acknowledge and agree |
| | E. | Department of Labor and Industries Public Works and Prevailaing Wage Training | I acknowledge and agree |
| | | | |

| | | | |
|---|---|---|---|
| | 1 | 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 - Indicate whether you are exempt, have taken the training or have not taken the training. | I acknowledge and agree |
| BID | | | |
| | BIDDER'S DECLARATION | The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein. | I acknowledge and agree |
| | BID PRICE IS COMPLETE | Bidder acknowledges that the bid price indicated on the Pricing Tab includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price. | I acknowledge and agree |
| | MISCELLANEOUS | The firm agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date. | I acknowledge and agree |
| | | | |

| | | | |
|---|---|---|---|
| | MISCELLANEOUS | The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. | I acknowledge and agree |
| | MISCELLANEOUS | Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response. | Steve Felchlin, Dundee Concrete & Landscaping<br>dundeespokane@gmail.com<br>509 216-3331 |
| | MISCELLANEOUS | Name and Email Address for individual authorized to sign a contract. | Steve felchlin<br>dundeespokane@gmail.com |
| | Subcontractors | If subcontractors will be used, please download the ’Subcontractor List’ document from the ’Documents’ tab, complete, and upload the completed document here. If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request. | Subcontractor List Form.docx |
| Contractor Responsibility | | | |
| | 1 | Washington State Contractor’s Registration No. | 131,764-00 |
| | 2 | Contractor's U.B.I. Number | 602589496 |
| | 3 | Contractor's Washington Employment Security Department Number | 000363889001 |
| | | | |

| | | | |
|---|---|---|---|
| | 4 | Contractor's Washington Excise Tax Registration Number | 42-1697326 |
| | 5 | Contractor's City of Spokane Business Registration Number | dundecl885dl |
| Terms and Conditions | | | |
| | 1 | Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above. | |
| 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 | Symbol | Title | Unit Price | Ext Base Price | Comment |
|---|---|---|---|---|---|---|---|---|---|---|
| PRICING | | | | | | | | | | |
| | 1a BIOFILTER MEDIA (using 1152 cubic yards as an estimate | Medium Nugget Bark comprises apporximately 75% by Volume, or 864 of the 1152 cubic yards | Base | cubic Yard | 864.00 | $ | USD | $45.00 | $38,880.00 | |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 1b BIOFILTER MEDIA - (using 1152 cubic yards as an estimate) | Large Hog Fuel comprises approximately 25% by Volume, or 288 of the 1152 cubic yardsards | Base | cubic Yard | 288.00 | $ | USD | $45.00 | $12,960.00 |
| | 2 LOAD, HAUL AND DISPOSE OF OLD MEDIA | Disposal of old Biofilter Media | Base | LUMP SUM | 1.00 | $ | USD | $20,000.00 | $20,000.00 |
| | 3. MIXING, DELIVERY, AND INSTALLATION OF NEW MEDIA | Installation of new biofilter media | Base | LUMP SUM | 1.00 | $ | USD | $37,000.00 | $37,000.00 |
| | 4. CLEANING/REMOVAL OF DEBRIS FROM BIOFILDER PLENUM | cleaning of Biofilter plenum | Base | LUMP SUM | 1.00 | $ | USD | $22,000.00 | $22,000.00 |
| | 5. GEONET MESH | Geonet Mesh | Base | Sq Ft | 5,720.00 | $ | USD | $2.00 | $11,440.00 |
| **Total Base Bid** $142,280.00 | | | | | | | | | |

**SUBCONTRACTOR LIST**

**PROJECT NAME:** PW ITB 5415-21
Biofilter Media Replacement, Riverside Park Reclamation Facility

**CONTRACTOR/SUPPLIER** __Milestone Excavation Inc_____

TYPE OF WORK/BID ITEM __Media removal and Install_____

AMOUNT ____$20,000.00_____

CONTRACTOR'S REGISTRATION NO. _____

**CONTRACTOR/SUPPLIER** _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

**CONTRACTOR/SUPPLIER** _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

**CONTRACTOR/SUPPLIER** _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

## License Information:

New search Back to results

**Entity name:** DUNDEE CONCRETE AND LANDSCAPING LLC

**Business name:** DUNDEE CONCRETE AND LANDSCAPING LLC

**Entity type:** Limited Liability Company

**UBI #:** 602-589-496

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 12812 N CHRONICLE ST
MEAD WA 99021-8311

**Mailing address:** PO BOX 175
MEAD WA 99021-0175

**Excise tax and reseller permit status:** Click here

**Secretary of State information:** Click here

## Endorsements

| Endorsements held at this location | License # | Count | Details | Status | Expiration date | First issuance date |
|---|---|---|---|---|---|---|
| Liberty Lake General Business - Non-Resident | | | | Active | Sep-30-2026 | Sep-18-2025 |

| Endorsements held at this location | License # | Count | Details | Status | Expiration date | First issuance date |
|---|---|---|---|---|---|---|
| Spokane General Business - Non-Resident | T12106388BUS | | | Active | Mar-31-2027 | Oct-15-2012 |
| Spokane Valley General Business - Non-Resident | | | | Active | Mar-31-2027 | Apr-22-2016 |

## Owners and officers on file with the Department of Revenue

| Owners and officers | Title |
|---|---|
| ADAMS, CHRIS | |
| CROWDER, GERALD | |
| FELCHLIN, STEPHEN | |

## Registered Trade Names

| Registered trade names | Status | First issued |
|---|---|---|
| DUNDEE EXCAVATION, LLC | Active | Mar-01-2006 |
| STRAIGHTLINE FAB LLC | Active | Feb-25-2019 |

The Business Lookup information is updated nightly. Search date and time: 5/7/2026 10:11:09 AM

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/23/2026

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

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

| PRODUCER | | | |
|---|---|---|---|
| Damien J Ramirez 17720<br>1137 W Garland Ave<br>Spokane, WA 99205-0000 | CONTACT NAME: Damien J Ramirez 17720 | | |
| | PHONE (A/C, No, Ext): 509-325-3986 | FAX (A/C, No): 509-325-3362 | |
| | E-MAIL ADDRESS: damien.ramirez@countryfinancial.com | | |
| | PRODUCE CUSTOMER ID: | | |
| | **INSURER(S) AFFORDING COVERAGE** | | **NAIC #** |
| INSURED 0007359179<br>DUNDEE CONCRETE AND LANDSCAPING LLC<br>12812 N CHRONICLE ST<br>Mead, WA 990218311 | INSURER A : COUNTRY Mutual Insurance Company | | 20990 |
| | INSURER B : | | |
| | INSURER C : | | |
| | INSURER D : | | |
| | INSURER E : | | |
| | INSURER F : | | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ✓ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ✓ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>✓ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | ✓ | ✓ | AB9427827 | 03/13/2026 | 03/13/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ✓ SCHEDULED AUTOS<br>✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY | ✓ | ✓ | AB9428514 | 03/13/2026 | 03/13/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | ✓ UMBRELLA LIAB ✓ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ✓ RETENTION $ 10000 | | ✓ | AU9428632 | 03/13/2026 | 03/13/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | X | 131,764-00 | 03/13/2026 | 03/13/2027 | X WC STATU-TORY LIMITS ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| | | | | | | | | |

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

JOB NAME:
Any and All Locations

WAIVERS:
THE INSURING COMPANY WAIVES ITS RIGHTS OF SUBROGATION (RIGHTS TO RECOVER) AGAINST THE CERTIFICATE HOLDER NAMED BELOW

CONTINUED

**CERTIFICATE HOLDER**

CITY OF SPOKANE
808 W SPOKANE FALLS BLVD
SPOKANE, WA 99201

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**



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# ADDITIONAL REMARKS SCHEDULE

| | |
|---|---|
| **AGENCY** | **INSURED** 0007359179<br>DUNDEE CONCRETE AND LANDSCAPING LLC<br>12812 N CHRONICLE ST<br>Mead, WA 990218311 |
| **POLICY NUMBER**<br>AB9427827 | |
| **CARRIER** / **NAIC CODE** | **EFFECTIVE DATE:** 03/23/2026 |

**ADDITIONAL REMARKS**
**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**
**FORM NUMBER:** ACORD 25 **FORM TITLE**: CERTIFICATE OF LIABILITY INSURANCE

WITH RESPECT TO ANY PAYMENTS MADE FOR LIABILITY COVERAGE(S) UNDER THE POLICY(IES) SHOWN IN THE GENERAL LIABILITY SECTION OF THIS CERTIFICATE. THE INSURANCE AFFORDED BY THIS POLICY FOR THE ADDITIONAL INSURED(S) IS PRIMARY INSURANCE AND ANY OTHER INSURANCE MAINTAINED BY OR AVAILABLE TO THE ADDITIONAL INSURED(S) IS NON-CONTRIBUTORY.

ADDITIONAL INSURED(S):
CITY OF SPOKANE
808 W SPOKANE FALLS BLVD
SPOKANE, WA 99201


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

| **Name Of Person(s) Or Organization(s):** |
|---|
| (See Following Schedule) |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

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

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

 © Insurance Services Office, Inc., 2018 

Schedule for Endorsement

CG2404 FOR POLICY AB9427827

**Name Of Additional Insured Person(s) Or Organization(s):**

CITY OF SPOKANE

 © Insurance Services Office, Inc., 2018 

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

**Primary And Noncontributory Insurance**

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

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

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

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| (See Following Schedule) | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**1.** Your acts or omissions; or

**2.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

**1.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**2.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

**1.** Required by the contract or agreement; or

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

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

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Schedule for Endorsement

CG2010 FOR POLICY AB9427827

**Location(s) Of Covered Operations:**Any and All Locations

**Name Of Additional Insured Person(s) Or Organization(s):**

CITY OF SPOKANE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| (See Following Schedule) | |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

**1.** Required by the contract or agreement; or

**2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of Insurance.

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Schedule for Endorsement

CG2037 FOR POLICY AB9427827

**Location(s) Of Covered Operations:**Any and All Locations

**Name Of Additional Insured Person(s) Or Organization(s):**

CITY OF SPOKANE

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# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 02/09/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 06/22/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 2/3/2026 | | |
| **Clerk's File #** | OPR 2026-0539 | | |
| **Cross Ref #** | | | |
| **Project #** | 2025046,47,48 | | |
| **Submitting Dept** | ENGINEERING SERVICES | **Bid #** | |
| **Contact Name/Phone** | DAN BULLER 6391 | **Requisition #** | |
| **Contact E-Mail** | DBULLER@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Engineer Construction Contract | | |
| **Council Sponsor(s)** | KKLITZKE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** YES | |
| **Agenda Item Name** | LOW BID AWARD - 2025 CYCLE 13 TRAFFIC CALMING 2025046, 47, 48 | | |

## Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for 2025 Cycle 13 Traffic Calming - $__. An administrative reserve of 10.5% of the contract will be set aside. 0.5% of that 10.5% will be used as a reward, where applicable and where payable, for contractors who meet Washington State apprenticeship requirements. (Various Neighborhood Councils)

## Summary (Background)

This locally funded annual project this year consists of rectangular rapid flashing beacons (RRFB), pedestrian hybrid beacons (PHB) - the ones that look like a stoplight, speed humps, bump outs, an intersection realignment, crosswalks and a traffic signal in various locations throughout town. Refer to attached exhibits for locations of the various project elements. Construction is planned for this spring & summer. On _____, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of $___, which is $__ or __% (above/below) the Engineer's Estimate of $_____. ___ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

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

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

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

N/A

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

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

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

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

**Council Subcommittee Review**

N/A

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | **$** 2,500,000 (est.) |
| Current Year Cost | **$** 2,500,000 |
| Subsequent Year(s) Cost | **$** 0 |

**Narrative**

N/A

| **Amount** | | **Budget Account** |
|---|---|---|
| Expense | **$** 0 | **#** 1380 24101 95300 56501 21016 |
| Expense | **$** 0 | **#** 1380 24102 95300 56501 21016 |
| Expense | **$** 0 | **#** 1380 24103 95300 56501 21016 |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |

| | |
|---|---|
| **Funding Source** | One-Time |
| **Funding Source Type** | Program Revenue |

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

n/a

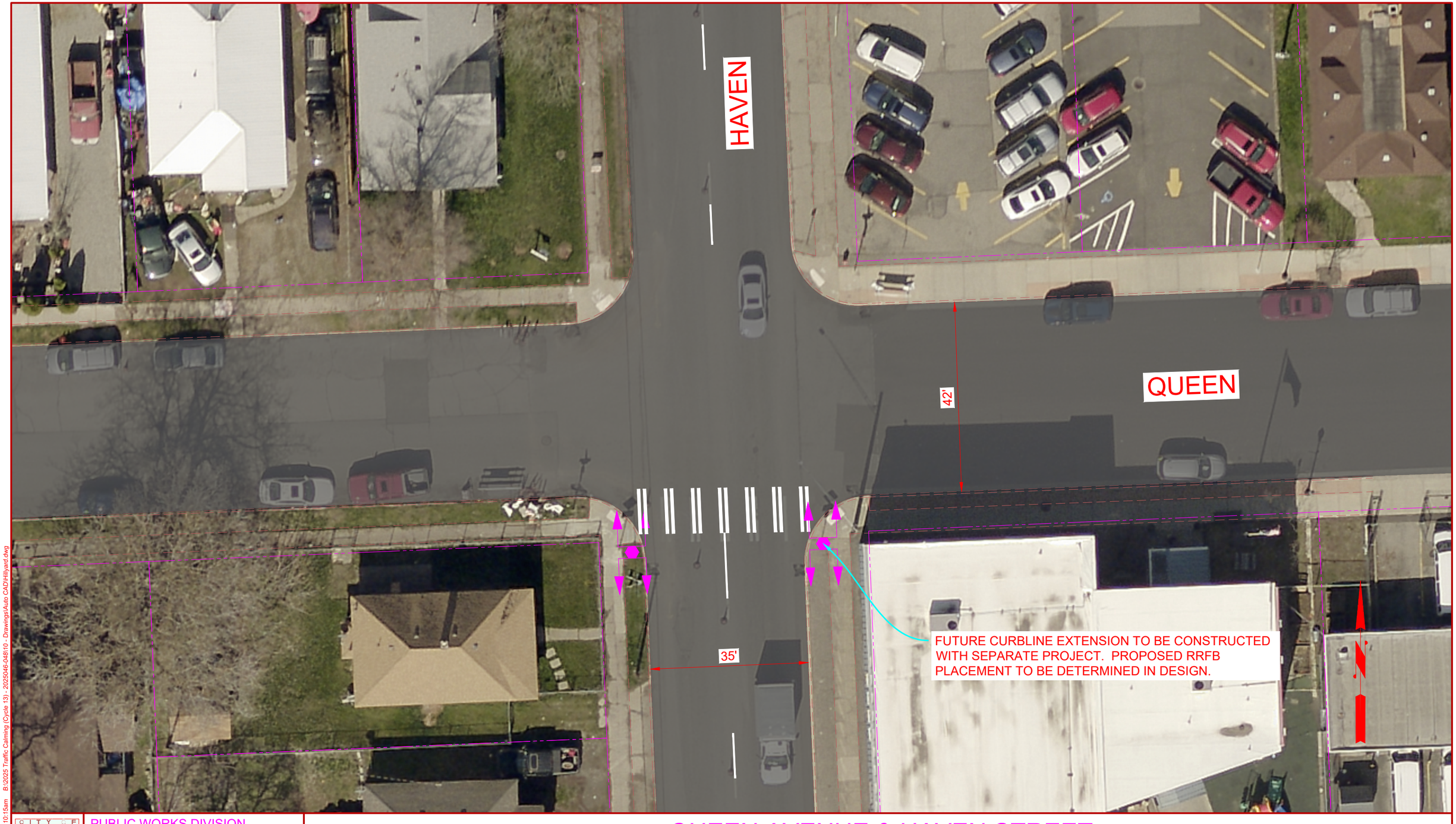
| | |
|---|---|
| **Expense Occurrence** | One-Time |

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

n/a

| **Approvals** | | **Additional Approvals** | |
|---|---|---|---|
| **Dept Head** | ADAMS, JONATHAN R. | | |
| **Division Director** | AVERYT, CHRIS | | |
| **Accounting Manager** | ZOLLINGER, NICHOLAS | | |
| **Legal** | PICCOLO, MIKE | | |
| **For the Mayor** | YATES, MAGGIE | | |

| **Distribution List** | |
|---|---|
| | eraea@spokanecity.org |
| tax&licenses@spokanecity.org | publicworksaccounting@spokanecity.org |
| accountspayable@spokanecity.org | dbuller@spokanecity.org |
| mvallen@spokanecity.org | jradams@spokanecity.org |
| pyoung@spokanecity.org | |




CITY OF SPOKANE

PUBLIC WORKS DIVISION

INTEGRATED CAPITAL MANAGEMENT

SHOWN DATA IS APPX. EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

# *QUEEN AVENUE & HAVEN STREET*

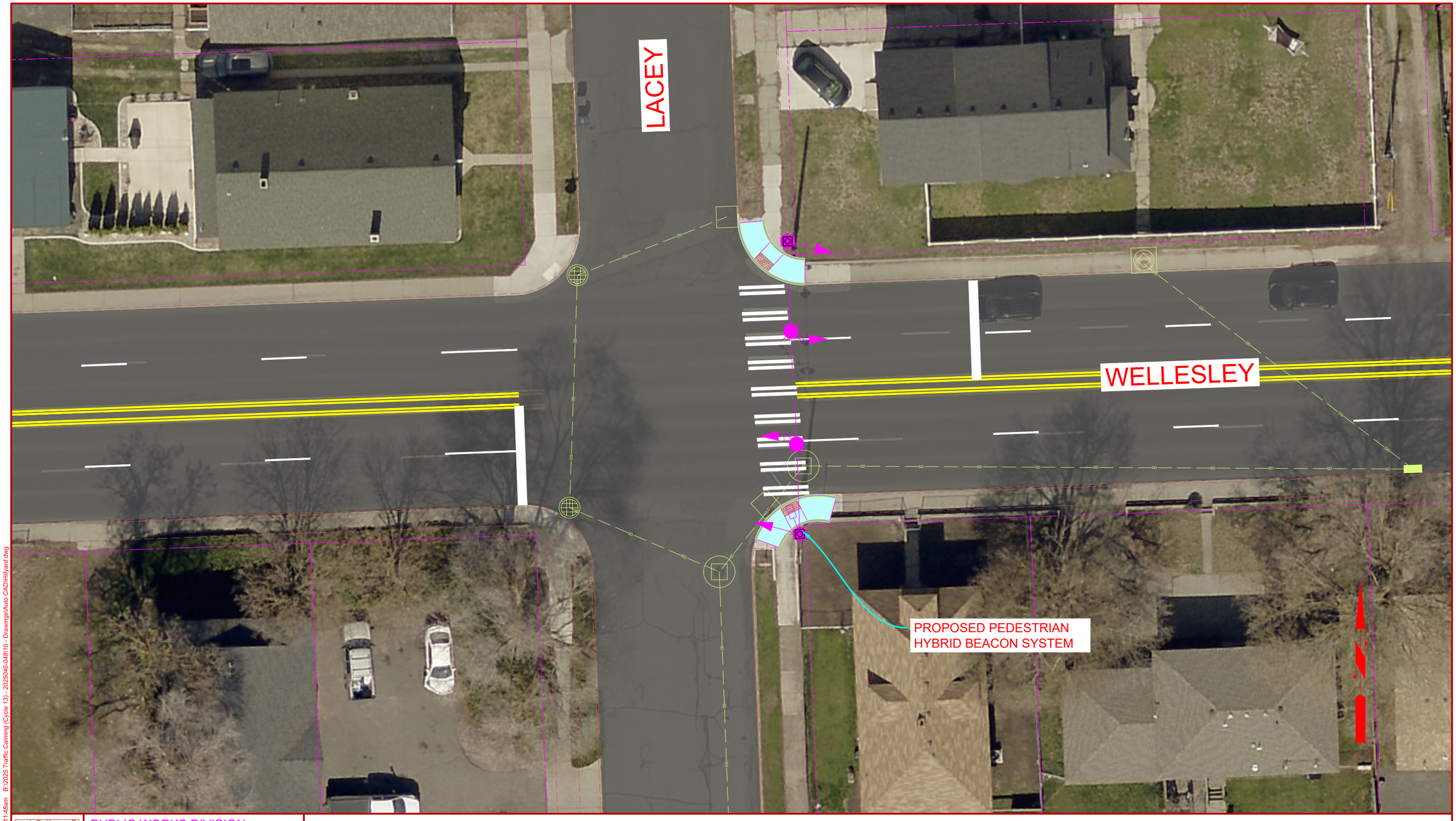
PROJECT # *20250046*

*INTERSECTION*

*RECTANGULAR RAPID FLASH BEACON SYSTEM*



Plotted On Apr 15, 2025 - 10:15am B:\2025 Traffic Calming (Cycle 13) - 2025046-048110 - Drawings\Auto CAD\Hillyard.dwg




CITY OF SPOKANE

PUBLIC WORKS DIVISION

INTEGRATED CAPITAL MANAGEMENT

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# *WELLESLEY AVENUE & LACEY STREET*

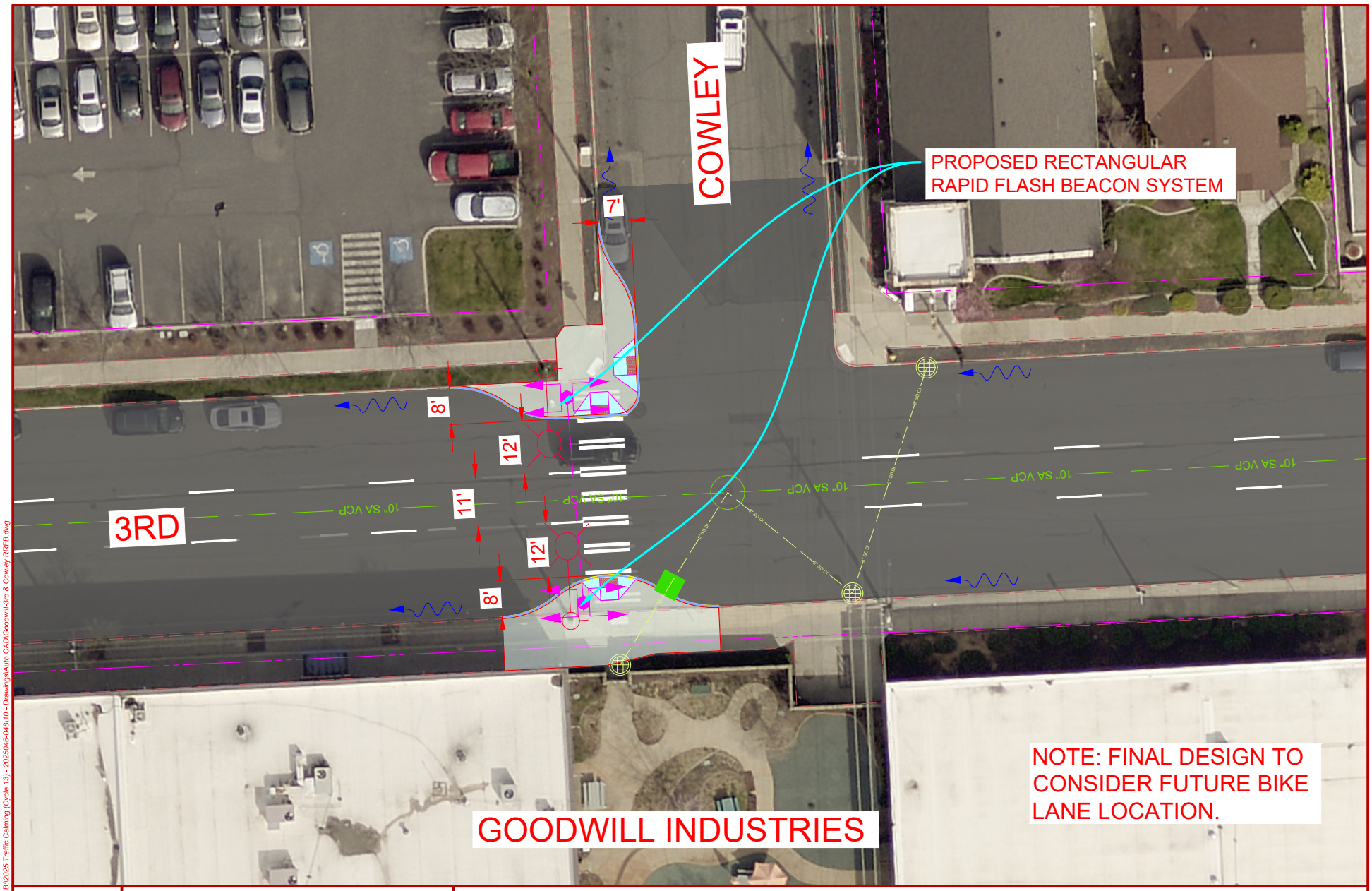
PROJECT # *20250046*

*INTERSECTION*

*PEDESTRIAN HYBRID BEACON*



Plotted On May 12, 2025 - 11:48am B:\2025 Traffic Calming (Cycle 13) - 20250046-048\10 - Drawings\Auto CAD\Hillyard.dwg




CITY OF SPOKANE

PUBLIC WORKS DIVISION

INTEGRATED CAPITAL MANAGEMENT

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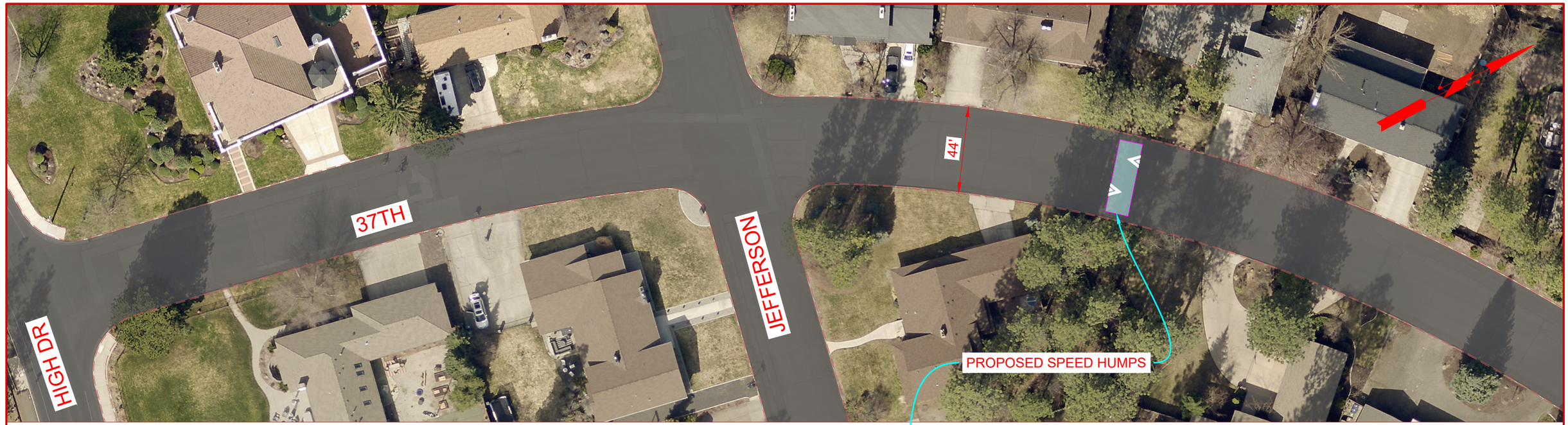
# *3rd Ave. & Cowley St.*

PROJECT # *2025047*

*RRFB & CURB EXTENSIONS*

SHEET *1* OF *1*

Plotted On Nov 19, 2024 - 3:44pm B:\2025 Traffic Calming (Cycle 13) - 2025046-048\10 - Drawings\Auto CAD\Goodwill-3rd & Cowley RRFB.dwg







Plotted On Nov 19, 2024 – 3:51pm 2025 Traffic Calming (Cycle 13) – 2025046-048\10 – Drawings\Auto CAD\Comstock.dwg

CITY OF SPOKANE

PUBLIC WORKS DIVISION

INTEGRATED CAPITAL MANAGEMENT

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# *37TH AVENUE*

PROJECT # *2025047*

*HIGH DRIVE TO BERNARD STREET*

*SPEED HUMPS*




CITY OF SPOKANE

PUBLIC WORKS DIVISION

INTEGRATED CAPITAL MANAGEMENT

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# NORTH ALTAMONT BOULEVARD

PROJECT # *2025047*

*JAQUES STREET TO 11TH AVENUE*

*CURBLINE EXTENSION & RAISED CROSSWALK*



Plotted On May 13, 2025 – 2:52pm
Styles: 2025 Traffic Calming (Cycle 13) – 2025046-048\10 – Drawings\Auto CAD\Lincoln Heights.dwg

F ST.

E ST.

ROSAMOND

30'

30'

21'±

23'±

24'±

CITY OF SPOKANE

PUBLIC WORKS DIVISION

INTEGRATED CAPITAL MANAGEMENT

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# *ROSAMOND AVENUE*

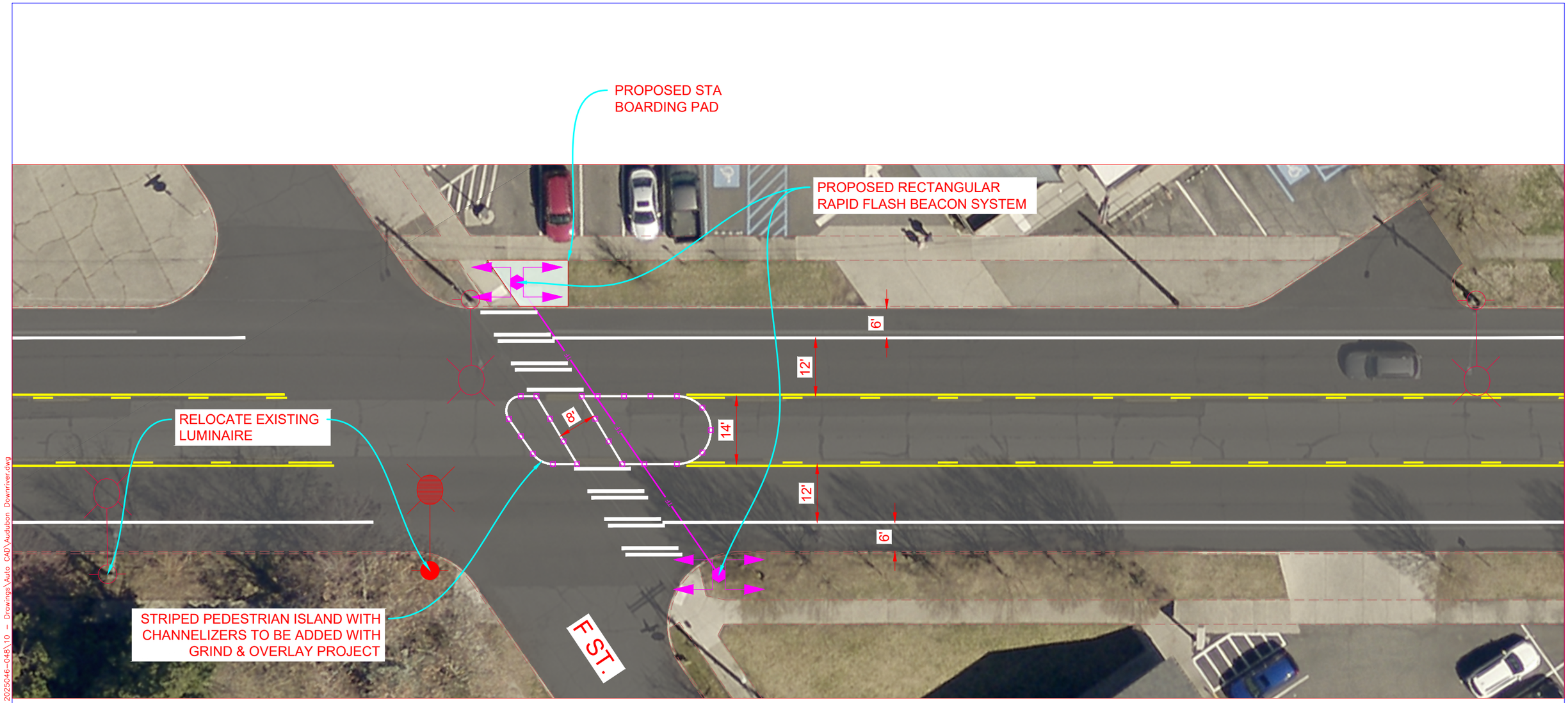
PROJECT # *2025046*

*F STREET TO E STREET*

*INTERSECTION REALIGNMNET & SIDEWALK*



Plotted On May 13, 2025 – 2:22pm – 2025 Traffic Calming (Cycle 13) – 2025046-048.10 – Drawings\Auto_CAD\West Hills.dwg




Plotted On Nov 20, 2024 – 9:20am 2025 Traffic Calming (Cycle 13) – 2025046-048\10 – Drawings\Auto CAD\Audubon Downriver.dwg

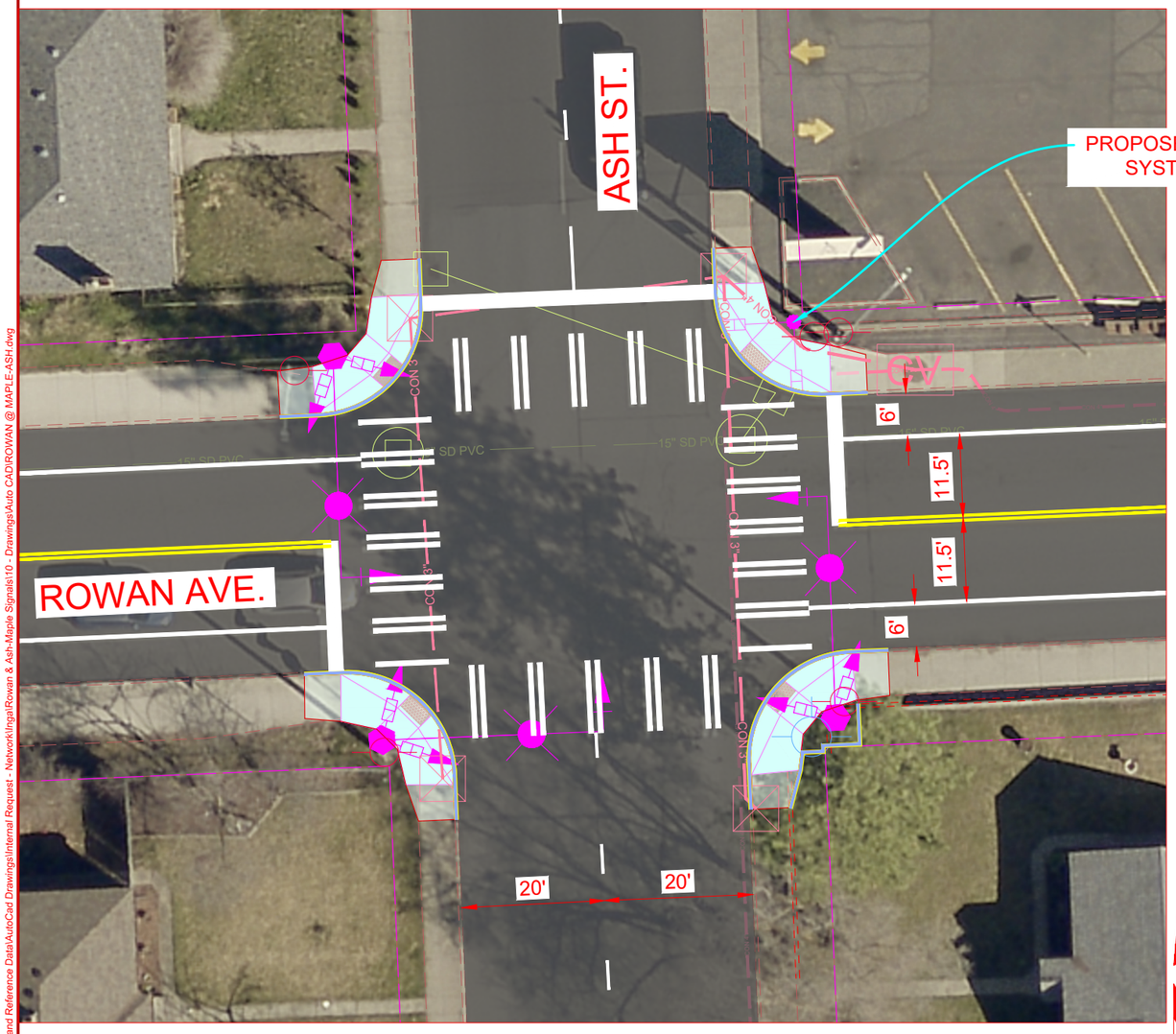
CITY OF SPOKANE

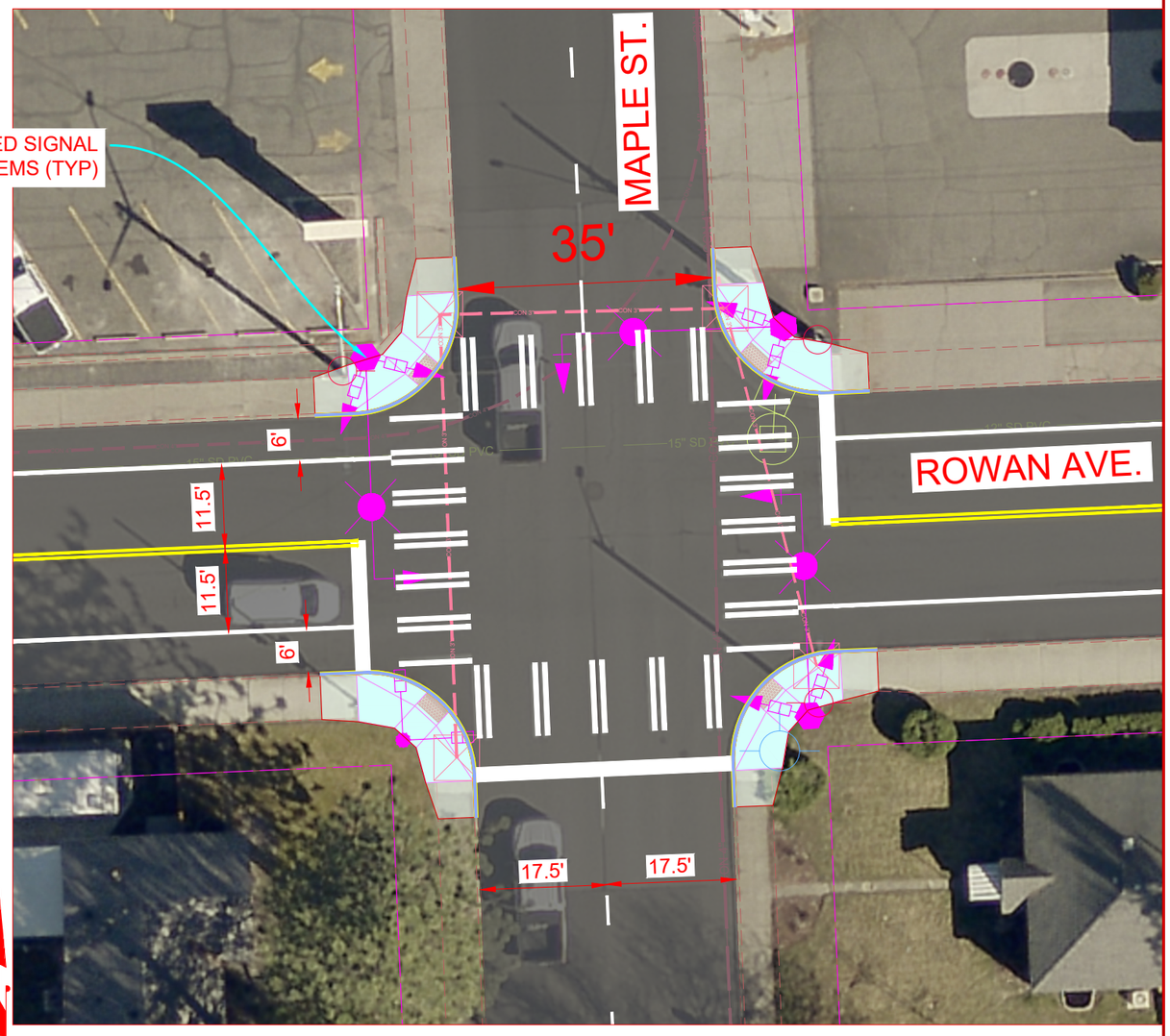
PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

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# *NORTHWEST BOULEVARD*

PROJECT # *2025048*
*F STREET INTERSECTION*
*RECTANGULAR RAPID FLASH BEACON*




N

CITY OF SPOKANE

PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

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# MAPLE - ASH @ ROWAN

## PROPOSED SIGNAL SYSTEMS



Plotted On Feb 03, 2025 - 1:36pm A:\8 - Final Reports and Reference Data\AutoCad Drawings\Internal Request - Network\Ingal\Rowan & Ash-Maple Signals\10 - Drawings\Auto CAD\ROWAN @ MAPLE-ASH.dwg

# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 06/08/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 06/22/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 6/2/2026 | | |
| **Clerk's File #** | OPR 2026-0540 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | SOLID WASTE DISPOSAL | **Bid #** | PW ITB 6543-26 |
| **Contact Name/Phone** | TRACE 625-6524 | **Requisition #** | CR 042749 |
| **Contact E-Mail** | TBRADBURN@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | KKLITZKE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** YES | |
| **Agenda Item Name** | CONTRACT AWARD FOR WASTE TO ENERGY BOTTOM ASH PAN REPLACEMENT | | |

## Agenda Wording

Contract award to Knight Const. & Supply, Inc. (Deer Park, WA) for the replacement of the bottom ash pan at the Waste to Energy Facility from 7/1/2026-6/30/2027 and a total cost not to exceed $752,824.00, plus tax.

## Summary (Background)

The bottom ash pan transports ash out of the Waste to Energy Facility and is critical to operations. It has been in operation for more than 35 years and is in need of replacement. PW ITB 6543-26 was issued for the removal and disposal of the existing pan and fabrication and installation of a new pan. Two responses were received and Knight Const. & Supply was the low cost bidder. Pursuant to SMC § 07.06.730 the administration is waiving the apprenticeship requirements of SMC 07.06 article X "public works apprentice program" for this project. The project has been reviewed and confirmed to have disproportionately and unusually high ratio of material costs to labor hours, which does not make feasible the required minimum levels of apprenticeship participation. Approval of this contract by the Council serves as approval of the administration decision to waive the apprentice requirements and fulfilling the notice required by SMC 07.06.730.

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

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

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

N/A

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

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

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

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

**Council Subcommittee Review**

N/A

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | $ 821,330.98 |
| Current Year Cost | $ |
| Subsequent Year(s) Cost | $ |

## Narrative

This is a capital maintenance expense that was planned for in the 2026 Solid Waste Disposal Capital Plan.

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 821,330.98 | # 4490-44900-37145-54803-19082 |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

| | |
|---|---|
| **Funding Source** | Recurring |
| **Funding Source Type** | Program Revenue |

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

Yes

| | |
|---|---|
| **Expense Occurrence** | One-Time |

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | BRADBURN, TRACE | PURCHASING | PRINCE, THEA |
| Division Director | AVERYT, CHRIS | | |
| Accounting Manager | LIPPS, JOSH | | |
| Legal | HARRINGTON, | | |
| For the Mayor | GBYRD | | |

## Distribution List

| | |
|---|---|
| David Knight; dave@knightconst.com | mdorgan@spokanecity.org |
| jsalstrom@spokanecity.org | tprince@spokanecity.org |
| rrinderle@spokanecity.org | |
| | |
| | |

City Clerk's No. OPR 2026-0540

# City of Spokane

## PUBLIC WORKS CONTRACT

Title: **ASH PAN FABRICATION AND INSTALLATION**

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

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Fabricate Ash Pan Off-Site, Remove and Dispose of Existing Ash Pan, and Install Fabricated Ash Pan**, selected via PW ITB #6543-26.

2. CONTRACT DOCUMENTS. The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor's Response to PW ITB #6543-26 (Exhibit B). In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. TERM. The term of this Contract begins on July 1, 2026, and ends on June 30, 2027, unless amended by written agreement or terminated earlier under the provisions.

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

5. COMPENSATION/PAYMENT.

A. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **SEVEN HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED TWENTY-FOUR AND NO/100 DOLLARS ($752,824.00)**, plus applicable tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

B. PAYMENT. The Contractor will send its applications for payment to Solid Waste Disposal, Attn: Michelle Dorgan email: MDorgan@spokanecity.org. . All invoices

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

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

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

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

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

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

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

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

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

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

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) upon request of the City. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the 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 caused by 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. Have HAZWOPER Certification for Soil Handling.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

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

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

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

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

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

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

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

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

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

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

27. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not

foreseeable (each a “Force Majeure Event”). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

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

| **KNIGHT CONST. AND SUPPLY, INC.** | **CITY OF SPOKANE** |
|---|---|
| By_____ | By_____ |
| Signature Date | Signature Date |
| _____ | _____ |
| Type or Print Name | Type or Print Name |
| _____ | _____ |
| Title | Title |
| Attest: | Approved as to form: |
| _____ | _____ |
| City Clerk | Assistant City Attorney |

**Attachments that are part of this Contract**:
Exhibit A - Certification Regarding Debarment
Exhibit B – Bid Response Summary to PW ITB #6543-26
Payment Bond
Performance Bond

26-127a

**EXHIBIT A**

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

| | |
|---|---|
| _____<br>Name of Subrecipient / Contractor / Consultant (Type or Print) | _____<br>Program Title (Type or Print) |
| _____<br>Name of Certifying Official (Type or Print)<br><br>_____<br>Title of Certifying Official (Type or Print) | _____<br>Signature<br><br>_____<br>Date (Type or Print) |

**EXHIBIT B**

## Bid Response Summary

| | |
|---|---|
| **Bid Number** | **PW ITB 6543-26** |
| **Bid Title** | **Fabricate Ash Pan Off-Site, Remove and Dispose of Existing Ash Pan, and Install Fabricated Ash Pan. Fabrication, Removal and Install Requirements of this Project fall under Public Works Prevailing Wages** |
| **Bid Base Currency** | **USD** |
| **Due Date** | **Monday, May 11, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]** |
| **Bid Status** | **Closed to Bidding** |
| **Company** | **Knight Const. & Supply, Inc.** |
| **Submitted By** | **Jennifer Teel - Monday, May 11, 2026 11:47:53 AM [(UTC-08:00) Pacific Time (US & Canada)]**<br>**jteel@knightconst.com 509-276-2229** |
| **Comments** | |

### Question Responses

| Group | Reference Number | Question | Response |
|---|---|---|---|
| PRE-BID MEETING - MANDATORY | | | |
| | MANDATORY PRE-BID MEETING | A mandatory pre-bid conference will be held on Monday, April 20, 2026 at 10:00 am, at the Spokane Solid Waste Disposal, Waste To Energy Facility, Admin Office, 2900 S. Geiger Blvd, Spokane WA 99224. Only those vendors who attend the Mandatory Pre-Bid Conference will be able to bid on this project. | I acknowledge and understand |
| ProcureWare - Preventing Problems When Submitting Your Bid | | | |

| | | | |
|---|---|---|---|
| | 1. | ProcureWare: Preventing Problems. Allow Plenty of Time To Submit Your Bid. Make Sure You Save Work Every Five Minutes To Prevent Lossing Your Work If ProcureWare Logs You Off; ProcureWare Will Log You Off Within Approximately 5-Minutes If ProcureWare Remains Dormant (No Entries Are Made); However, You Will NOT Be Able To Visually See That ProcureWare Logged You Off; If the System Is Not Interactive Enabling You To Enter Responses – You Were Logged Off. If You Receive An Error Message You Were Most Likely Were Logged Off. Please Exit ProcureWare and Log Back Into ProcureWare and Access The Bid. Make Sure You Constantly Save Your Work To Prevent Lossing It If Get Logged Off. When Uploading Documents You Will See Message Stating: “Scanning” as the document is being scanned for viruses. If word “Scanning” does not disappear after two-minutes, You Are Recommended Click On The Response Tab and Click Back On The Documents Tab, Verifying the Document Was Uploaded, Or You May Want To Wait A Couple of Minutes After Attempting To Upload A Document, and then Log Out of ProcureWare and Then Log Back Into ProcureWare and Access The Bid, To VERIFY Document Was Uploaded; It Is Recommended This Process Is Repeated Between Each Document That Is Uploaded. Once Again Allow Plenty Of Time To Submit Your Bid. (Rick Rinderle/Purchasing Phone 509 625 6527) | I acknowledge and understand |
| GENERAL INFORMATION | | | |
| | CONTRACTOR'S REPRESENTATIONS | 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. | I acknowledge and agree |
| | DEFINITION | Ash Pan* is defined as and is to be interpreted by Bidders as inclusive of: Shell, Liner, Shell Support Frame, and upper spring and rocker mounts. This does not include the springs, rocker arms, eccentric assemblies, motor assemblies, lower structural assembly, nor foundation. At the discharge end of the pan is an add-on side discharge chute and diverter wall. These items specific to the side discharge are not part of the Ash Pan* to be fabricated by the bidder. These items are to be re-used: The springs, rocker arms, and eccentric assemblies. | I acknowledge and agree |
| | AWARD OF CONTRACT | Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost, AND ability to meet October-November 2026 Maintenance Outage Season. Unsuccessful Contractors will not automatically be notified of results. | I acknowledge and agree |
| | CONTRACT RENEWALS | Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement | I acknowledge and I agree |
| | EXECUTION OF CONTRACT | Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor. | I acknowledge and I agree |
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|---|---|---|---|---|
| | GUARANTEE | The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City. | I acknowledge and I agree | |
| | INVOICING | Original invoice must be submitted to mdorgan@spokanecity.org, Spokane Solid Waste Disposal within 30 days of completing project. • Invoice shall include on site contact that approved final acceptance of project.• Invoice shall reference and list OPR #2026-XXXX and Approved Intent to Pay Prevailing Wage Number. • Payment of invoice shall be contingent upon receipt of sufficient detail to support project was completed in compliance with contract conditions and accepted by the City. | I acknowledge and agree | |
| | PAYMENT | Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. | I acknowledge and agree | |
| | REJECTION OF BIDS | The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in the Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation to Bids, at the prices shown. | I acknowledge and agree | |
| | CONTRACTOR REGISTRATION | The Contractor shall be a Washington State registered AND Licensed Contractor at time of Bid submittal. | I acknowledge and agree | |
| | PERIOD OF PERFORMANCE. | The Bidder must adhere to COS WTEF’s maintenance outage schedule ensuring Removal and Disposal of existing Ash Pan*, and the Installation of Contractor’s Fabricated Ash Pan* are accomplished during maintenance outage season. | I acknowledge and agree | |
| | COMPLETION TIME | Based on a tentative contract award date of July 1, 2026, the Bidder agrees to start associated actions pertaining to off-site fabrication of Ash Pan* under this contract within ten (10) days of the Notice to Proceed to ensure fabrication of Ash Pan* will be completed to enable the Bidder adhere to the COS WTEF’s October-November 2026 Maintenance Outage Season schedule ensuring the Removal and Disposal of existing Ash Pan*, and the Installation of Contractor’s Fabricated Ash Pan* are completed during October-November 2026 Maintenance Outage Season. | I acknowledge and I agree | |
| | COMPLETION TIME | If you took exception to COMPLETION TIME stated above - explain here | None | |
| | COMPLETION TIME | The City reserves the right for project to be completed during the May 2027 Maintenance Outage Season, as the awarded contract will be valid from approximately July 1, 2026 through June 30, 2027. | I acknowledge and agree | |
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| | LIQUIDATED DAMAGES | In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of ten thousand dollars ($10,000) for each day the project is not completed. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date. | I acknowledge and agree |
| | MISCELLANEOUS DOCUMENTATION UPLOAD | Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading. | 0. Bid Proposal sheet.pdf |
| PUBLIC WORKS REQUIREMENTS | | | |
| | 1. | The work under this contract constitutes a public work under state law. | I acknowledge and agree |
| | 2. | Payment AND Performance bonds will be required. | I acknowledge and agree |
| | PERFORMANCE BONDS | The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of $150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010. | I acknowledge and agree |
| | 3. | Statutory retainage will be required | I acknowledge and I understand |
| | RETAINAGE | Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met: | I acknowledge and I agree |

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|---|---|---|---|
| | RETAINAGE | a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than $35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs. | I acknowledge and I agree |
| | 4. | The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I). | I acknowledge and I understand |
| | 5. | The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is May 11, 2026. | I acknowledge and I understand |
| | 6. | The Contractor and any subcontractors will submit a Statement of Intent to Pay Prevailing Wages certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The Statement of Intent to Pay Prevailing Wages shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an □Affidavit of Wages Paid certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620). | I acknowledge and I understand |
| | 7. | The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I. | I acknowledge and I understand |
| | 8. | As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 | I acknowledge and I understand |
| TECHNICAL REQUIREMENTS | | | |
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| | SCOPE OF WORK | The Contractor will do all work, furnish all labor, materials, tools, construction equipment, machinery, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described as Fabricate Ash Pan Off-Site, Remove and Dispose of Existing Ash Pan, and Install Fabricated Ash Pan. Fabrication, Removal and Install Requirements of this Project fall under Public Works Prevailing Wages. | I acknowledge and I agree |
| | Fabricate Ash Pan* Off-Site | Do you take exceptions to Fabricate Ash Pan* Off-Site as stated in the PW ITB 6543-26 bid document, located in the 'Documents' tab? | No Exceptions Taken |
| | Fabricate Ash Pan* Off-Site | If you took exception to Fabricate Ash Pan* Off-Site as stated in PW ITB 6543-26, explain in detail. | None |
| | Removal and Disposal of Existing Ash Pan* | Do you take exceptions to Removal and Disposal of Existing Ash Pan* as stated in the PW ITB 6543-26 bid document, located in the 'Documents' tab? | No Exceptions Taken |
| | Removal and Disposal of Existing Ash Pan* | If you took exception to Removal and Disposal of Existing Ash Pan* as stated in PW ITB 6543-26, explain in detail. | None |
| | Installation of Fabricated Ash Pan* | Do you take exceptions to Installation of Fabricated Ash Pan* as stated in the PW ITB 6543-26 bid document, located in the 'Documents' tab? | No Exceptions Taken |
| | Installation of Fabricated Ash Pan* | If you took exception to Installation of Fabricated Ash Pan* as stated in PW ITB 6543-26, explain in detail. | None |
| GENERAL REQUIREMENTS | | | |
| | INTENT OF SPECIFICATIONS | The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis. | I acknowledge and agree |
| | WASHINGTON STATE RETAIL SALES TAX | A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law. | I acknowledge and agree |
| | WASHINGTON STATE RETAIL SALES TAX | B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item. | I acknowledge and agree |
| | PERMITS | Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work. | I acknowledge and agree |

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| | GUARANTY | The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City. | I acknowledge and agree | |
| | SUBCONTRACTORS | The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City. | I acknowledge and agree | |
| | INSURANCE | During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW | I acknowledge and agree | |
| | INSURANCE | A. Worker's Compensation Insurance in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000. | I acknowledge and agree | |
| | INSURANCE | B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company’s services to be provided under this Agreement. i. Acceptable supplementary Umbrella insurance coverage combined with Company’s General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and | I acknowledge and agree | |
| | INSURANCE | C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles. | I acknowledge and agree | |
| | INSURANCE | There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Company’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. | I acknowledge and agree | |
| BID | | | | |
| | | | | |

| | | | |
|---|---|---|---|
| | BIDDER'S DECLARATION | The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein. | I acknowledge and I agree |
| | BID PRICE IS COMPLETE | Bidder acknowledges that the all-inclusive single firm-fixed-price listed on ‘bid proposal’ document includes ALL expenses with regard to this project and that pricing is valid through June 30, 2027 in line with resulting contract. No other costs will be allowed over and above the bid price. | I acknowledge and I agree |
| | CONTRACTOR RESPONSIBILITY | Washington State Contractor's Registration Number | KNIGHCS281ON |
| | CONTRACTOR RESPONSIBILITY | U.B.I. Number | 600 074 664 |
| | CONTRACTOR RESPONSIBILITY | Washington Employment Security Department Number | 357105 00-6 |
| | CONTRACTOR RESPONSIBILITY | Washington Excise Tax Registration Number | 600 074 664 |
| | CONTRACTOR RESPONSIBILITY | City of Spokane Business Registration Number | T12001102BUS |
| | ADDENDA | Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal. | 1,2 |
| | MISCELLANEOUS | The firm agrees that its Bid will NOT be withdrawn for a minimum of ninety (90) calendar days after the bid due date. | I acknowledge and I agree |
| | MISCELLANEOUS | For contracts up to $150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond. | No |
| | MISCELLANEOUS | If this project is less than $150,000 - does contract request 10% retainage in lieu of bond? | No |
| | MISCELLANEOUS | The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. | I acknowledge and I agree |
| | MISCELLANEOUS | Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response. | Jennifer Teel Knight Const. & Supply, Inc. 2601 E 6th St. Deer Park, WA 99006 jteel@knightconst.com 509-276-2229 |
| | MISCELLANEOUS | Name and Email Address for individual authorized to sign a contract. | David A. Knight, President dave@knightconst.com |

| | | | |
|---|---|---|---|
| | 1 | Please complete and upload the 'Bid Proposal' document (Pages 12 - 15) attached to the PW ITB 6543-26 bid document, located in the ’Documents’ tab. Upload Here. | 1. KCS Bid Proposal.pdf |
| | 2 | The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. If the bidder is awarded the contract and fails to enter into a contract and/or furnish payment AND performance bonds, and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here (Bidder are requested to use the blank ‘Bid Bond’ (Page 19) document attached to the PW ITB 6543-26 bid document, located in the ’Documents’ tab. Upload here. | 3. Bid Bond Signed.pdf |
| | 3 | Please complete and upload the ‘Subcontractor List’ document (Pages 16 - 18) attached to the PW ITB 6543-26 bid document, located in the ’Documents’ tab. Should subcontractors not be used, Bidder must note this on the form. If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request. Upload Here. | 2. Subcontractor List Forms.pdf |
| | 4 | Supplemental Bidder Responsibility: Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder. | I acknowledge and agree |
| | 4.1 | Please complete and upload ‘Supplemental Bidder Responsibility Criteria’ document (pages 17 - 20) AND ‘Work Experience Form’ document (page 22) attached at the end of the PW ITB 6543-26 bid document, located in the ’Documents’ tab. Upload Documents Here. | 4. KCS Supplemental Bidder Responsibility Criteria.pdf |
| | 4.2 | If not uploaded above, after bid opening and prior to award, the apparent low responsive bidder, or contacted bidders, shall complete the ‘Supplemental Bidder Responsibility Criteria Form’ document AND ‘Work Experience Form’ document and submit the documents within twenty four (24) hours of notification request. | I acknowledge and agree |
| TERMS & CONDITIONS | | | |
| | #1 | Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree”, include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted. | I acknowledge and I agree |
| | #2 | Upload Exceptions to Terms and Conditions if you marked "I do not acknowledge and I do not agree" above. | |
| ADDITIONAL INFORMATION | | | |
| | 1. | If you have additional information/documents to submit, upload them here. | 1a. Addendum 1 PW ITB 6543-26 (4-20-2026) signed.pdf |
| | | | |

| | | |
|---|---|---|
| 2. | If you have additional information/documents to submit, upload them here. | 1b. Addendum 2 PW ITB 6543-26 (4-30-2026) signed.pdf |
| 3. | If you have additional information/documents to submit, upload them here. | 5. Additional Value Statement.pdf |
| 4. | If you have additional information/documents to submit, upload them here. | |
| 5. | If you have additional information/documents to submit, upload them here. | |

**Addendum 1**
**April 20, 2026**

**PW ITB 6543-26**
**Fabricate Ash Pan Off-Site, Remove and Dispose of Existing Ash Pan, and Install Fabricated Ash Pan. Fabrication, Removal and Install Requirements of this Project fall under Public Works Prevailing Wages**

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

Addendum 1 makes the following change noted below, provides informational information, provides responses to questions that were asked during the Mandatory Pre-Bid Meeting conducted on 4/20/2026, provides copy of the sign-in sheet, and provides a list of Clarification and Responses received through 4/19/2026. Bidders were reminded all clarification should be asked via ProcureWare by 4/24/2026, 9AM.

**Change:**
Bid Document, Page 3, Instructions To Bidders, Section 1, Submission of Bids, is hereby changed to read as noted below. (All other references to May 11, 2026 in the initial bid document were correct.)

> Sealed Bids will be opened at the 1:15 p.m. public bid opening via Teams meeting on Monday, **May 11, 2026** ~~**March 30, 2026**~~ for the Bottom Ash Pan Replacement project.

**Informational:**

During the walk through, three (3) overhead door access points, were pointed to where Contractor could gain entrance into the facility to perform services. The overhead door(s) could only remain open during the time it would take for Contractor to gains access to and depart from the facility, to prevent ash from entering the outside facility. Contractors were provided the opportunities to take needed measurements of each of the three access points, to ensure that the Contractor's equipment/vehicles would be able to gain access.

Contractors were advised to take note of the working conditions and existing lighting conditions. It was stressed should Contractors require additional lighting the Contractor would be responsible for providing it, and all associated cost would need to be included in the all-inclusive single firm fixed bid price.

Contractors were provided opportunities to take photos of the existing Ash Pan. The system was even stopped to give Contractors to the opportunity to take top-down overviews of the Ash Pan.

During the walk though, it was noted that the side discharge diverter chute currently installed on the existing Ash Pan was not depicted on the design drawing. The currently in-use diverter wall and side discharge chute will need to be removed from the existing Pan and installed on the new where it is depicted in the drawing at the discharge end where there is an open gap in the side wall and the Contractor would be responsible for adhering to Scope of Work, Section 5.2.1 Design Parameters.

Copies of all Clarification Questions asked through 4/19/2026, which are available via the Clarification Tab within ProcureWare as also attached to this addendum.

A copy of the sign in sheet also attached to this addendum.

**Question and Responses:**

**#1 Question: Will the current state of ash content on the floor, that was present during the walk through, remain the same during Contractor performance, or will the ash content of the floor be some-what cleaned up.**
**Response: The ash content would be some-what more cleaner.**

**#2 Question: Are Contractors able to perform Hot Work within facility.**
**Response: Yes, and the Contractor would be responsible for providing "Fire Watch Person".**
**It was stressed the Contractors would be responsible for all associated cost that could be incurred for providing its own "Fire Watch Person", and the costs need to be included in the Contractor's all-inclusive single firm fixed bid price. The COS WTEF manages a Hot Work Program, the contractor would be required to adhering to this program and will need to obtain a Hot Work Permit from the Control Room prior to the start of each work shift.**

**#3 Question: The Drawing referenced American Welding Society (AWS) D14.1 "Specification for Welding of Industrial and Mill Cranes and Other Material Handling Equipment. Would AWS D.1.1 be acceptable?**
**Response: On the drawing sheet 1 of 7, General Welding & Fabrication Notes, 1.) states, All welding shall conform to AWS D1.1 and AWS D14.1 weld procedures. D14.1 being Specification for Welding of Industrial and Mill Cranes and Other Material Handling Equipment, would apply for any sections covering the "other material handling equipment" as this Ash Pan conveyor is handling material.**

**Copy of Sign In Sheet:**

PW ITB 6543-26 Fabricate Ash Pan Off-Site, Remove and Dispose of Existing Ash Pan, and Install Fabricated Ash Pan. Fabrication, Removal and Install Requirements of this Project fall under Public Works Prevailing Wages

MANDATORY pre-bid meeting conference and walk through, MONDAY, APRIL 20, 2026, at 10:00AM. Location: the Waste to Energy Facility (WTEF) Admin Offices, 2900 S Geiger Blvd., Spokane WA. This meeting is MANDATORY only bidders who attend would be able to submit a bid.

| Company Name | Individual's Printed Name | Signature | Email address |
|---|---|---|---|
| COS | Joe Whiteman | | jwhiteman@spokanecity.org |
| COS | Greg Lafrenz | | glafrenz@spokanecity.org |
| Blackwater Ind | Sam Granger | | Jack@Blackwater-industries.com |
| Knight Const | David Knight | | dave@knightconsy.com |
| Knight Const | Jesse Ingraham | | Jesse@Knight-Const.com |
| Superior welding & Fabrication | Ryan Searcy | | ryan.searcy@SwandF.com |
| Halme Construction | Dennis Kangas | | dennisK@halmeconstruction.com |
| DW Industries | Curtis Heri | | curtis@dw-industries.com |
| 4K Contractors | Darren Foley | | darrenF@4Kcontractors.com |
| Knight Const | Ryan Reed | | Ryan@Knightconst.com |
| City of Spokane/COS | Rick Rinearle | Rick Rinearle | RRinearle@SpokaneCity.org |

## Clarification and Responses received through 4/19/2026:

**CLARIFICATIONS (11 records)**

| QUESTION | RESPONSE | FULL NAME | COMPANY | ATTACHED FILE | DATE ASKED | RESPONSE DATE | VISIBLE ONLINE TO | SEND EMAIL NOTIFICA |
|---|---|---|---|---|---|---|---|---|
| Page 16 lists either WBE or MBE or a combination there of for minority subcontractor requirements. Is an SBE, PWSBE, HUBzone or a combination certification acceptable inlue of these? | Yes SBE, PWSBE, HUBzone or a combination certificate is acceptable in lieu of the requested WBE or MBE certification, please note in your response when using an acceptable alternate. | 1130jackg@g... 1130jackg@g... | Blackwater Ind. | | 4/1/2026 4:32 PM | 4/2/2026 1:52 PM | All Bidders | All Bidders On List |
| The Pricing tab in the RESPONSE tab in #1 has "Generac Generator Installation". Please clarify if this is correct or not correct. Thank you. | Thank you for the question, the information has been deleted, as it was not applicable to this bid. | Jennifer Teel | Knight Const. & Supply, Inc. | | 4/2/2026 9:12 AM | 4/2/2026 9:16 AM | Bidder Asking Question | Bidder Asking Question |
| Under instructions to bidder, section 1, it states the sealed bids will be opened at 1:15pm on Monday March 30, 2026. I assume you meant Monday May 11th 2026? | Response: Correct, the Proposal Due Date is May 11, 2026. An addendum will be issued next week addressing the incorrect date of March 30, 2026 stated in the "instructions to bidder, section 1". Thanks for pointing this out. | Jennifer Teel | Knight Const. & Supply, Inc. | | 4/17/2026 7:55 AM | 4/17/2026 12:51 PM | All Bidders | All Bidders On List |
| Under completion time, the bid mentions the city has the right for the project to be completed during the May 2027 outage. What would allow for this work to push to May? How much notice would the contractor get if this work was to be pushed? | This would only be allowed should no bidder be able to perform the project during the Fall 2026 outage. | Jennifer Teel | Knight Const. & Supply, Inc. | | 4/17/2026 7:56 AM | 4/17/2026 12:52 PM | All Bidders | All Bidders On List |
| The bid documents do not mention needing certified welders or a certified weld inspection during the fabrication or installation process, but the drawings mention them. Please confirm certified welder and CWI is required during the fabrication and installation process. | Yes, a certified welder and CWI are required for the fabrication and installation of the new pan. | Jennifer Teel | Knight Const. & Supply, Inc. | | 4/17/2026 8:03 AM | 4/17/2026 12:52 PM | All Bidders | All Bidders On List |
| Under work scope section 5.2.1, the Ash Pan must be balanced once installed. What documentation is the contractor required to provide to verify the system is properly balanced? | Contractor will be able to demonstrate and provide documentation that, when running, the Ash Pan stroke length is within OEM limits on the X/Y axis and that the side-to-side Z axis is also within those limits. | Jennifer Teel | Knight Const. & Supply, Inc. | | 4/17/2026 8:04 AM | 4/17/2026 12:53 PM | All Bidders | All Bidders On List |
| The drawings indicate the conveyor material must be mild steel (A36), but under work scope section 5.2.1, structural steel must be structural HSLA steel (A572 Gr 50). The shell is assumed to be structural, requiring it to be A572 Gr50. As a fabrication contractor it is recommended the shell be A36 as indicated in the drawings. Is this acceptable? a. A36 Mild Steel is less brittle and more ductile than A572 and will form to the shell shape easier and will handle vibration better. | Yes, A36 for the shell is acceptable. | Jennifer Teel | Knight Const. & Supply, Inc. | | 4/17/2026 8:20 AM | 4/17/2026 12:54 PM | All Bidders | All Bidders On List |
| Under work scope section 5.2.3-2, the conveyor shall be provided with motion detection switches that will be re-used. Is the contractor responsible for removing, installing, or testing these switches? Is any electrical work required under this contract? | COS WTE personnel will remove, install, or test these switches. All electrical work will be done by COS WTE, none by the contractor. | Jennifer Teel | Knight Const. & Supply, Inc. | | 4/17/2026 8:20 AM | 4/17/2026 12:54 PM | All Bidders | All Bidders On List |
| Under work scope section 5.2.3-4, the conveyor shall have extra heavy-duty stabilizers, will the contractor be required to remove or install the old ones? This is not included in the drawings, please provide details. | The stabilizers are not part of the defined "Ash Pan and are to be reused. Should they need to be removed and reinstalled during the project, this will be the responsibility of the contractor. | Jennifer Teel | Knight Const. & Supply, Inc. | | 4/17/2026 8:21 AM | 4/17/2026 12:56 PM | All Bidders | All Bidders On List |
| Under bid proposal, the existing pan demolition and new pan installations are to be completed in 7 days or less. I assume this is 7 Calendar days not business days, resulting in weekend work where prevailing wage overtime and double time rules apply. Can you please confirm this assumption is correct? | This is 7 calendar days. Once the project is started, it must be continuously worked until completion. | Jennifer Teel | Knight Const. & Supply, Inc. | | 4/17/2026 8:22 AM | 4/17/2026 12:58 PM | All Bidders | All Bidders On List |
| Per the bid, the old springs, rocker arms, and lower structure are to be re-used. Once the old pan is removed, if noticeable component replacement or repairs presents themselves, how will this be addressed? a. Will the city be responsible or will the contractor be responsible for replacing these components? b. Will the contractor receive additional work time during the cold iron outage for the city or the contractor to make these repairs? | Items to be re-used (springs, rockers, etc.) will be replaced as needed by COS WTE personnel. Any unforeseen repairs or replacements needed will be allowed to extend the timeline as decided by COS WTE. | Jennifer Teel | Knight Const. & Supply, Inc. | | 4/17/2026 8:56 AM | 4/17/2026 12:58 PM | All Bidders | All Bidders On List |

Rick Rinderle
Procurement Specialist

The undersigned acknowledges receipt of this Addendum.

Knight Const. & Supply, Inc.
Company

Signature

**Addendum 2**
**April 30, 2026**

**PW ITB 6543-26**
**Fabricate Ash Pan Off-Site, Remove and Dispose of Existing Ash Pan, and Install Fabricated Ash Pan. Fabrication, Removal and Install Requirements of this Project fall under Public Works Prevailing Wages**

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

Addendum 2 provide the following clarifying information.

**As per the description in Scope of Work definition, the upper spring header is to be fabricated new as a part of the *Ash Pan. Bidders are advised that Drawing Sheet 3, Note 4 is incorrect.**

**SCOPE OF WORK**

1. **DEFINITION.**
Ash Pan* is defined as and is to be interpreted by Bidders as inclusive of: Shell, Liner, Shell Support Frame, and upper spring and rocker mounts. This does not include the springs, rocker arms, eccentric assemblies, motor assemblies, lower structural assembly, nor foundation. At the discharge end of the pan is an add-on side discharge chute and diverter wall. These items specific to the side discharge are not part of the Ash Pan* to be fabricated by the bidder. These items are to be re-used: The springs, rocker arms, and eccentric assemblies.

NOTES (CONT):

4. CONTRACTOR TO USE ALL EXISTING MOUNTS AND CONNECTION POINTS FOR SPRINGS, ROCKER ARMS MOTORS, OR OTHER EQUIPMENT. CONTRACTOR RESPONSIBLE FOR THE REPLACEMENT OF STEEL AND MACHINE ELEMENTS ABOVE AND INCLUDING THE C6 CHANNEL.

Rick Rinderle
Procurement Specialist

The undersigned acknowledges receipt of this Addendum.

Knight Const. & Supply, Inc.

Company

David A Knight

Signature

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

# PW INVITATION TO BID

| | |
|---|---|
| PW ITB NUMBER: 6543-26<br>TITLE: Fabricate Ash Pan Off-Site, Remove and Dispose of Existing Ash Pan, and Install Fabricated Ash Pan. Fabrication, Removal and Install Requirements of this Project fall under Public Works Prevailing Wages<br><br>BID COORDINATOR: Rick Rinderle, City of Spokane Purchasing Department<br><br>**MANDATORY PRE-BID CONFERENCE**: **Monday, April 20, at 10:00** am at the Spokane Solid Waste Disposal, Waste To Energy Facility, Admin Office, 2900 S. Geiger Blvd, Spokane WA 99224. **Only those who attend the Mandatory Pre-Bid Conference will be able to bid on this project.**<br><br>**QUESTION DEADLINE**: Friday, April 24, 2026 at 9:00 am | PROPOSAL DUE DATE:<br>Monday, MAY 11, 2026<br>TIME: 1:00 pm pdt<br><br>Bid Submittal:<br>All Bids shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com before the due date and time. |

**BID SUBMITTED BY:**

**COMPANY** Knight Const. & Supply, Inc.

**MAILING ADDRESS** 2601 E 6th St.
Deer Park, WA 99006

**PHYSICAL ADDRESS** 2601 E 6th St.
Deer Park, WA 99006

**PHONE NUMBER** 509-276-2229

**E-MAIL ADDRESS** dave@knightconst.com

*Rick Rinderle*

**Rick Rinderle**
**Procurement Specialist**
**Phone 509 625 6527**

**THESE NEXT FOUR PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM**

## BID PROPOSAL

To: City of Spokane Purchasing
Members of the City Council
City of Spokane, Washington

**PROJECT #**: 6543-26 Fabricate Ash Pan Off-Site, Remove and Dispose of Existing Ash Pan, and Install Fabricated Ash Pan. Fabrication, Removal and Install Requirements of this Project fall under Public Works Prevailing Wages

**DEFINITION.** Ash Pan* is defined as and is to be interpreted by Bidders as inclusive of: Shell, Liner, Shell Support Frame, and Upper Spring and Rocker Mounts. This does not include the springs, rocker arms, eccentric assemblies, motor assemblies, lower structural assembly, nor foundation. At the discharge end of the pan is an add-on side discharge chute and diverter wall. These items specific to the side discharge are not part of the Ash Pan* to be fabricated by the bidder. These items are to be re-used: The springs, rocker arms, and eccentric assemblies.

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

**BID OFFER.**
The all-inclusive single firm fixed price listed in this bid proposal is tendered as an offer to furnish all labor, materials, tools, construction equipment, machinery, transportation, supplies, supervision, permits, organization and other items of work and cost necessary required to complete the proposed project in strict accordance with the contract documents, and takes into consideration statutory legal requirements, particularly, the payment of prevailing wages, payment and performance bonds, and sales tax implications, and shall be valid through June 30, 2027, in line with resulting contract. The bidder proposes to do the project at the following price:

| | |
|---|---|
| BASE BID:<br>All-inclusive single firm fixed | $ 752,824.00 |
| Applicable Sales Tax | $ 68,506.98 |
| Extended Total | $ 821,330.98 |

The City reserves the right to accept or reject any or all bid prices within sixty (90) days of the bid date.

**PERIOD OF PERFORMANCE.**
The bidder must adhere to COS WTEF's maintenance outage schedule ensuring Removal and Disposal of existing Ash Pan*, and the Installation of Contractor's Fabricated Ash Pan* are accomplished during maintenance outage season.

**CONTRACT COMPLETION TIME.**
Awarded Contractor must adhere to the COS WTEF's maintenance outage schedule. The Contractor will be able to work 24-hour days during the outage, and there is a possibility that this work will need to be completed on a Saturday or Sunday. Bidder's pricing shall be all-inclusive, single, firm-fixed price for the entire project.

The bidder agrees to perform the work during the October-November 2026 Maintenance Outage Season at the COS WTEF. The exact dates and times to be provided later to the successful bidder, and may be adjusted by +/- 2 days as the outage timeline shifts. Each boiler will be down 7 - 10 days, with the two boilers overlapping for a "cold iron" period to allow for the pan installation. The City reserves the right to change this date and coordinate with awarded Contractor should date need to be changed. Due to the high demand nature of the facility, existing pan demolition and new pan installation are to be completed in 7 days or less.

City reserves the right for project to be completed during the May 2027 Maintenance Outage Season.

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

**LIQUIDATED DAMAGES.**
In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of ten thousand dollars ($10,000) for each day the project is not completed.

**BIDDER RESPONSIBILITY.**

Washington State Contractor's Registration No. KNIGHCS281ON
(must be in effect at time of bid submittal)

U.B.I. Number 600 074 664

Washington Employment Security Department Number 357105-00-6

Washington Excise Tax Registration Number 600 074 664

City of Spokane Business License Number T12001102BUS
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

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

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

**Name of Bidder:** Knight Const. & Supply, Inc.

*Signature of Bidder's Authorized Representative*

David A. Knight, President
*Title*

2601 E 6th St., Deer Park, WA 99006
*Address*

509-276-2229
*Phone*

**IF INDIVIDUAL**

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

(Seal Or Stamp)

_____
*Signature of Notary Public*

My appointment expires _____

**IF PARTNERSHIP**

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

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

(Seal Or Stamp)

_____
*Signature of Notary Public*

My appointment expires _____

**IF CORPORATION**

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

Signed and Sworn To (or Affirmed) Before Me On May 11, 2026
*date*

(Seal Or Stamp) JENNIFER TEEL NOTARY PUBLIC STATE OF WASHINGTON COMM # 22010710 APPOINTMENT EXPIRES November 01, 2029

Jennifer Teel
*Signature of Notary Public*

My appointment expires 11-01-2029

**THIS PAGE MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.**

## BID BOND

We, Knight Const. & Supply, Inc. as Principal, and Western Surety Company as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the

**Fabricate Ash Pan Off-Site, Remove and Dispose of Existing Ash Pan, and Install Fabricated Ash Pan. Fabrication, Removal and Install Requirements of this Project fall under Public Works Prevailing Wages**

according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on May 6th, 2026

AS PRINCIPAL

Knight Const. & Supply, Inc.

By: _____
David A. Knight

Title: President

A valid POWER OF ATTORNEY must accompany this bond.

Western Surety Company
AS SURETY

By: _____
Attorney in Fact, Stefanie Pickard

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Stefanie Pickard **, Individually**

of Spokane, WA its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

**Surety Bond No:** Bid Bond
**Principal:** Knight Const. & Supply, Inc.
**Obligee:** City of Spokane

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of May , 2026 .

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

**THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM**

# SUBCONTRACTOR LIST

**PROJECT NAME:** **PWITB #6543-26 Fabricate 6543-26 Fabricate Ash Pan Off-Site, Remove and Dispose of Existing Ash Pan, and Install Fabricated Ash Pan. Fabrication, Removal and Install Requirements of this Project fall under Public Works Prevailing Wages**

**IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST** *(use additional pages if necessary):*

_____NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

**CONTRACTOR/SUPPLIER** General Kinematics Corporation

TYPE OF WORK/BID ITEM Fabrication of Ash Pan; OEM Start-up Support Commissioning

AMOUNT $406,158.00

CONTRACTOR'S REGISTRATION NO. Out of State

**CONTRACTOR/SUPPLIER** _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

**CONTRACTOR/SUPPLIER** _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

**CONTRACTOR/SUPPLIER** _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

**CONTRACTOR/SUPPLIER** _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

## MINORITY AND WOMEN'S BUSINESS ENTERPRISE GOALS

The City of Spokane has established laudatory goals for the procurement of supplies, materials and services, or for subcontracting work for this project from Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) as follows:

EITHER MBE OR WBE OR A COMBINATION OF BOTH IN THE AMOUNT OF THREE PERCENT (3%) OF THE TOTAL PROJECT BID AMOUNT

The current list of the Washington State Office of Minority and Women's Business Enterprises shall be used for all public works construction projects administered by the City.

**ACHIEVEMENT OF THE ABOVE GOALS IS ENCOURAGED. WHETHER OR NOT THE BIDDER ATTAINS THE ABOVE SPECIFIED GOALS WILL NOT BE USED TO DETERMINE THE RESPONSIVENESS OF THE BIDDER'S BID PROPOSAL.**

The bidder shall take the following affirmative steps in considering award of subcontracts to the fullest extent possible to qualified minority and women owned businesses:

(1) including qualified minority and women's businesses on solicitation lists;

(2) insuring that minority and women's businesses are solicited whenever they are potential sources;

(3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;

(4) establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;

(5) using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprise as appropriate.

**MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION**

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated *(use additional sheets if necessary):*

| NAME OF MBE/WBE*<br>WA. STATE CERTIFICATION NO. | IDENTIFICATION & VALUE OF<br>SUBCONTRACTS / SUPPLIES |
|---|---|
| Not Applicable | |
| | |
| | |
| | |
| | |
| | |
| | |

MINORITY BUSINESS SUBCONTRACTING GOAL $_____ MBE TOTAL $ _____

WOMEN'S BUSINESS SUBCONTRACTING GOAL $_____ WBE TOTAL $ _____

COMBINATION GOAL: $_____ MBE/WBE TOTAL $_____

*Designate MBE or WBE

Mr./ Mrs./ Ms. _____ has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MBE/WBE firms.

SHOULD THESE NEXT FOUR PAGES NOT BE COMPLETED AND UPLOAED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM, AFTER BID OPENING AND PRIOR TO AWARD, BIDDER SHALL COMPLETE AND PROVIDE WITHIN 24 AFTER UPON NOTIFICATION OF REQUEST.

# City of Spokane, Washington
## Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.

Project Name: Fabricate Ash Pan Off-Site, Remove and Dispose of Existing Ash Pan, and Install Fabricated Ash Pan. Fabrication, Removal and Install Requirements of this Project fall under Public Works Prevailing Wages

Project #6543-26

**Part A: General Company Information**

| | |
|---|---|
| Company Name | Knight Const. & Supply, Inc. |
| Address | 2601 E 6th St., Deer Park, WA 99006 |
| Contact Name and Title | David A. Knight, President |
| Contact Phone: 509-276-2229 | Contact E-mail: dave@knightconst.com |
| Years in business as a Prime Contractor: 58 | Years in business as a sub-contractor: 58 |
| Years in business under present Name: 58 | |

List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years: N/A

Explain reason for name change(s) in the past five (5) years

**Part B: Work Experience**

If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project.

**List three (3) similar projects of similar type and complexity within the last five (5) years.**

**See Attached KCS Project Experiences**

**Part C: Performance Evaluation**

Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?

☐ Yes ☒ No

If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.

**Part D: Record of Debarment / Disqualification**

Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.

**Part E: Safety**

In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?

☐ Yes ☒ No

If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

**Part F: Environmental**

In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?

☐ Yes ☒ No

If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

**Part G. Utilization Requirements**

In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, or other similar utilization requirements on public works projects?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.

**Part H: Discrimination**

Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involves, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.

**Part I. Prevailing Wage**

In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?

☐ Yes ☒ No

If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluation these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

| |
|---|
| **Part J: Public Bidding Crime (Criminal Convictions)** |
| Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years? |
| ☐ Yes ☒ No |
| If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s) |
| |
| **Part K. Claims Against Retainage and Bonds** |
| Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years? |
| ☐ Yes ☒ No |
| If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion. |
| |
| **Part L. Termination for Cause** |
| Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years? |
| ☐ Yes ☒ No |
| If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion. |
| |
| **Part M: Litigation** |
| Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years? |
| ☐ Yes ☒ No |
| If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion. |
| |
| **Part N: Delinquent State Taxes** |
| Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award? |
| ☐ Yes ☒ No |
| If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List". |

| **Part O: Subcontractor Responsibility** |
|---|
| Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors? |
| ☒ Yes ☐ No |
| If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors. |
| **See Attached KCS' Subcontract and See Appendix 1 & 2 (pages 15-16) in KCS' Attached Subcontract for Validation Procedures.** |
| **Signature** |
| The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane. |
| Signature of Authorized Representative — Date: 5/11/2026 |
| Printed Name of Authorized Representative: David A. Knight — Title: President |

**SHOULD THIS PAGE (AND ANY ADDITION REQUIRED SHEETS) NOT BE COMPLETED AND UPLOAED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM, AFTER BID OPENING AND PRIOR TO AWARD, BIDDER SHALL COMPLETE AND PROVIDE WITHIN 24 AFTER UPON NOTIFICATION OF REQUEST.**

Attachment to Supplemental Bidder Responsibility Criteria

# Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

**PROJECT DETAIL**

| Bidder's Company Name | Bidders Contact Name & Phone Number |
|---|---|
| Knight Const. & Supply, Inc. | David A. Knight, President (509) 276-2229 |

| Project Name | Project Contract Number: |
|---|---|
| City of Spokane WTEF Mechanical Repairs Contract 2006 - Present | Multiple; Current -2024-2025 - OPR 2021-0716 |
| Project Owner: City of Spokane WTEF | Project Location: 2900 South Geiger Blvd, Spokane, WA 99224 |
| Project Owner Contact Name & Title: Greg Lafrenz, Project Manager | Owner's Telephone Number: 509-625-6509 |

| Notice to Proceed Date | Final Completion Date | Awarded Contract Value | Final Contract Price |
|---|---|---|---|
| 2014 | On Going | Present - $2,200,000 | All Projects Total from 2014 to Current Date: $17,096,014.00 |

| Prime Contractor Name (If Not Bidder) | Contractor Contact Name & Phone Number (If Not Bidder) |
|---|---|
| NA | NA |

Brief Project Description

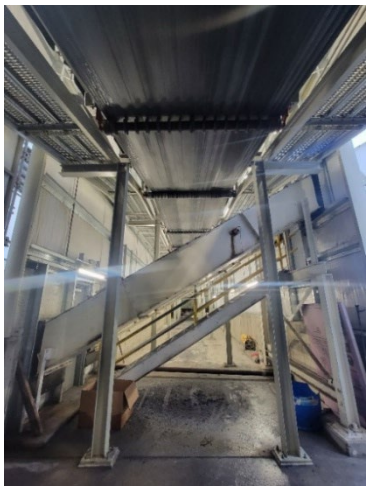
Knight Const. & Supply, Inc. (KCS) has performed many industrial repairs to the Waste-to-Energy Facility inAirway Heights, WA since 2006 on an ongoing basis, both in emergency repair and scheduled plant outages under annual T&M service agreements.

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications

**Please see attached Detail Description.**


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# Waste to Energy Facility (WTEF) Mechanical Repairs 2006 – Present





**PROJECT SIZE**
$1.8 Million to $2.2 Million (annually)
$10,401,270 *(2006-2013)* for Wheelabrator Spokane, Inc.
$ 17,096,014 *(2014-Present)* for City of Spokane WTEF

**AWARD DATE:**
Since 2006

**CONTRACT NO.:**
On Going

**OFFEROR'S ROLE:**
Prime Contractor

**CONTRACT TYPE:**
Time and Materials

**PROJECT LOCATION:**
City of Spokane WTEF
2900 S. Geiger Blvd.
Spokane, WA, 99224

**CLIENT POINT OF CONTACT:**
City of Spokane WTEF
Greg Lafranz, Project Manager
Larry Pratt, Retired
808 W. Spokane Falls Blvd.
Spokane, WA 99201
509-625-6509
lpratt@spokanecity.org

**PROJECT DESCRIPTION AND ACTIVITIES PERFORMED - Industrial Maintenance Service Agreement:**

Knight Const. & Supply, Inc. (KCS) has been performing many industrial repairs to the Waste-to-Energy Plant in Airway Heights, WA since 2006 on an ongoing basis, both in emergency repair and scheduled plant outages under annual T&M service agreements. Services include:

- Structural welding
- Cylinder repairs
- Feeder hopper cleaning and repairs
- Crane repairs
- Inspection and troubleshooting of process machinery
- Boiler under-grates
- Baghouse outlet and inlet dampers
- Duct repairs
- Expeller chute and wear plates repairs
- Fly ash transfer conveyor and chain rehabilitation
- Grate plenum seals repairs
- Super heater tubes and boiler wall sandblasting
- Solenoid valve and miscellaneous tasks and lubrication duties including providing materials and parts for some maintenance tasks

**The following are brief descriptions of some projects that KCS has performed at the WTEF:**



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**KEY SUBCONTRACTORS AND EFFORT PERFORMED:**

- S&S NDT – Performed certified weld inspections when needed.
-

**KNIGHT PERSONNEL:** *David Knight,* ***Construction Manager;*** *Jesse Ingraham,* ***Project Manager;*** *Justin Tomson, Nate Johnson Jr., Zane Taggart, Chad Sumner,* ***Project Superintendents;*** *and Jesse Ingraham,* ***QC Manager, SSHO***

**KEY FEATURES OF WORK:**

- Confined space entry
- Design/build of new components
- Inspections of old equipment and ducting to determine repair needs and execution methods.
- Metal fabrication and certified welding.
- Execution of work in restricted access locations.
- Heavy equipment operations (cranes, telehandlers, scissor lifts, man lifts, excavators, etc.)
- Task completion during tight work windows while maintaining plant operations.

**EQUIPMENT:**

- 50-100 Ton cranes
- Telehandler
- Excavators
- Scissor lifts
- Man Lifts (30’ to 180’)
- Welders
- Waterjet
- Misc. hand tools and saws
- Misc. rigging, chain jacks, and winches

**Mechanical Repairs Contract 2024 – 2025**

Throughout the year long maintenance contract, KCS performed (2) main outages, and many smaller projects, to ensure the City of Spokane WTEF facility remains operating at full capacity. KCS provided our equipment, tools, labor and 20 years of knowledge and experience of working at the WTEF to help trouble shoot, repair, design, and replace any components or equipment that needed our assistance. Some of the jobs performed over the last year included installing new SS skirting along the ash bypass conveyor, fabricating and installing a new expeller sled, miscellaneous shaker pan repairs and part replacements, removal of old equipment, installation of new belt conveyors and equipment, plus many more repairs.

KCS also completed two (2) main boiler outages, where we entered into the plant boilers, the air filtration ducting and equipment, and the ash removal equipment to accomplish needed inspections and needed repairs to keep the plant running optimally. During each outage, we ran two (2) 14-man crews working 12 hour shifts for 3 weeks straight to complete all inspections and repairs on both boilers.

**Both outages included:**

- Replacing 3-6 modules of grates per boiler
- Performing under grate inspections on all modules
- Plenum seal inspections and repairs
- Feed chute water wall repairs
- Miscellaneous ram table repairs
- Expeller chute shingle replacements
- Expeller belly & cheek plate repairs
- Dirty duct and clean duct repair and patches
- Fabric filter patching and repairs
- Hopper patching
- Misc. SS relines, and many more repairs.

**In addition to the normal outage task list, in the past year we have replaced:**

- The expeller shafts, arms, and sleds with new
- Rebuilt the substructure and shingle paneling in the expeller back walls
- Continue design build additions to the shaker pan assembly to the new bypass system
- Replaced inlet dampers with new SS dampers and ducting
- Starting to replace outlet dampers with new SS
- dampers and ducting


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*New SS Inlet Damper Interval*



*Repairs to ID Fan Outlet Duct*



*Outlet/Drop Chute for the New Ash Conveyor. KCS Designed, Fabricated and Installed (Completed in2022)*

**Siftings Conveyors, SDA Conveyor, and Fly-Ash Conveyor:**

KCS performed routine maintenance and reconditioning on the siftings conveyors, SDA conveyor, and the fly-ash conveyors. KCS completed all on-site repairs and reconditioning during expedited time schedules while maintaining the quality that has been expected.

In 2012, KCS removed and replaced the drag chain, idler assemblies, drive sprocket assembly and the take-up assembly on one of the fly-ash drag conveyors. KCS completed the same



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reconditioning work on the second fly-ash drag conveyor in 2013. KCS handled the entirety of this project from component procurement to on-site installation. During the installation of the components, KCS coordinated with WTEF personnel to install the conveyors in an efficient manner that caused the least amount of disruption to plant operations.

In 2016, KCS completed the fabrication, procurement and supply of the two (2) complete sifting conveyor systems, including the conveyor boxes, drag chains, drive sprocket assembly, and take-up idler assembly. This project included:

- Design of conveyors to match existing conveyor function and configuration
- Procurement of conveyor machinery and materials (consisting of Hardox wear plate liner, steel, bearings, sprockets, idlers, drag chain, flights and connecting hardware)
- Fabrication of conveyor boxes at KCS shop
- Fabrication and welding of inner components (i.e. K-bracing, lower and upper guide rails, among others)
- Quality Control including shop assembly to ensure proper fit between components and to ensure conveyor dimensions match existing system

The completed sifting conveyors were delivered to the WTEF April 15th, 2016.

The work required KCS millwrights to be experienced in structural welding, machinery construction, and repair. The successful completion was the result of close coordination of project engineers and the shop foreman to resolve any issues during the fabrication process.

**Ash Expeller Repair and Reconditioning:**
KCS has performed work on the ash expellers during each of the WTEF outages, which occur 2-3 times per year from 2006 to present. In addition, KCS has completed reconditioning on one of the two expeller sleds, every other year since 2006.

KCS performs the entirety of this work from the procurement of materials to the installation of the new materials. Through the duration of our contracts with the WTEF, we have worked closely with plant managers and other contractors to coordinate work to minimize disruptions to plant operations.

Regular maintenance and mechanical repairs on the ash expeller included:

- Removing and replacing the worn and damaged shingles in the expeller chute
- Removing and replacing cheek and belly plates in the lower end of the expeller
- Inspecting and replacing the expeller sled pins and bushings as needed
- Rehabilitation of lower expeller access doors

Critical repair and reconditioning work previously completed by KCS:

- Reconstruction of the rear expeller chute wall
- Removal of all upper expeller chute shingles, reconstruction of all chute structural support members and reinstallation of expeller chute shingles
- Machining expeller arm shaft in-place and sleeving shaft with a new stainless steel sleeve
- Replacing the expeller arm bearing
- Reconstruction of the lower expeller lid
- Reconstruction of the expeller discharge chute cover and access hatches
- Repair and/or reconditioning of the expeller scraper and shear wall


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Reconditioning of each ash expeller sled consisted of:

- Air-arcing the rear wall off the lower expeller and removing the expeller pins
- Extracting the expeller sled using a combination of hoists and heavy equipment
- Disinfecting, inspecting, and testing the sled including PT and MT testing to develop a reconditioning procedure
- Reconditioning of the sled per the procedure developed
- Reinstallation of new pins, new bushings, and the reconditioned sled
- Reinstallation and attachment of the expeller rear wall

The scope requires extensive knowledge of the existing ash expeller system. KCS' experience in working with the expellers allowed for completion in the compressed work windows inherent to plant outage work. KCS performed with two shifts working around the clock to ensure that the expeller was operational before the end of outage. Much of this work was completed in a confined space where the environment requires respirator protection and monitoring.

**Fabric Filter Systems**

KCS has continuously made repairs to the various components of the fabric filter system. This work required close coordination between KCS project engineers and on-site superintendents to ensure this work was completed in a compressed schedule and to the quality that is expected. KCS collaborated with other on-site contractors as well as plant managers to minimize disruptions to plant operations.

<u>Services on the clean side system included:</u>

- Performing inspections and weld repair to the Goyen valve wall
- Replacing and repairing the tuber sheet
- Repairing the outlet damper and outlet damper box
- Replacing all clean side access doors with stainless steel doors and frames
- More recently, KCS has been working with the WTEF Maintenance Manager to design and install an integral stainless steel wall panel with stainless steel pulse air header penetrations on the Goyen valve wall; this Goyen valve wall stainless steel retrofit has since been completed on two (2) fabric filter modules

<u>Services on dirty side hoppers included:</u>

- Removal and replacement of the entire assemblage of dirty side hoppers due to severe damage/corrosion; KCS has completely replaced approximately 80% of them
- General repair of the dirty side hoppers addressing specific locations identified on the WTEF's inspection sheets; these repairs generally included corner replacement, welding large steel patches in place, and welding in-hopper liners
- Retrofitting hoppers with stainless steel access doors and frames
- Fabrication and installation of all 16 fabric filter inlet dampers
- Recently, KCS performed re-lining the dirty side hoppers with a stainless steel skin to provide durability

The above work required KCS millwrights to be experienced in duct welding and fit-up, while working in challenging conditions requiring the use of respirator protection in a confined space.

**Von Roll Grate Repairs**

KCS has performed work on the Spokane WTEF's Von Roll grate system since 2006. KCS' specialized skills facilitated the repair and rehabilitation of this unique equipment by developing


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a specialized Von Roll grate removal and installation procedure (KCS Grate Procedure). Fully developing the details of this vital removal and installation procedure has enabled KCS to meet or exceed the critical schedules in past plant outages. Comprehensive inspection was completed throughout the process to ensure each intricate component of the grate system had been installed properly, otherwise the system would likely fail prematurely, triggering an unscheduled outage. KCS continually trains their experienced millwrights during these critical inspections and currently employs multiple superintendents with this specialized skill required to remove and install grates in accordance with the KCS Grate Procedure.

In previous years, KCS collaborated with the previous Spokane WTEF Operations Contractor (WSI) to introduce new mechanical repair solutions, specific to the Von Roll grate system, that are now used at waste-to-energy facilities across the country.

Grate replacement work requires close coordination between plant managers and KCS to define a Grate Work Scope that meets the following requirements:

- Captures all of the critically deteriorated areas and components
- Is economical
- Can be achieved in the limited time allotted
- Aligns with the plants long term grate maintenance schedule

Grate replacement work occurs inside the boiler, a challenging work environment where confined space hazards and respirator protection must be considered. Completing this work safely in accordance with the project requirements involves close coordination among KCS personnel, WTEF personnel, and other contractors. Despite the challenges involved, KCS has completed the defined Grate Work Scope in accordance with project requirements in every outage since 2006.

**3-Ton Overhead Hoist (Oct – Dec 2013)**
KCS provided labor, material, and equipment required to supply and install a 3-ton capacity, chain-drive monorail overhead hoist on level 9 of the boiler building. The 460-volt monorail hoist included a 10-foot monorail, C-track festooning, a 60-foot lift, two speed hoist and motorized trolley, along with a radio remote control and removable pendant station. It also included 200 linear feet of conductors and conduit from the MCC on level 3 to the overhead hoist unit on level 9. A fire-rated double door was installed on level 5 to provide access to the charging deck. Phase 2 of the project included installation of a removable/modular handrail system, an overhead fall protection anchor point and a 3-ton capacity staging area on levels 6, 7, 8 and 9 of the boiler building.

## City of Spokane WTEF Mechanical Repairs Contract for 2019 – 2020
**KCS Master Contract 39400 (T&M)**

**WTEF Grapple Rebuild (KCS 39401):** On April 5, 2019, S&S NDT, Ltd. inspected Grapple 1, accessible structural frame welds and Grapple 1 arms (x 5 arms), accessible structural frame welds. KCS made repairs to the tines, built-up and replaced worn areas, replaced wear plates on the back of the tines, pins, bushings, pin bosses, and repaired cracks.

On April 9, 2019, S&S NDT, Ltd. examined Grapple 1 weld repairs (new welds) on structural frame welds, and Grapple 1 arms (x 5 arms) weld repairs (new welds) on structural frame welds.


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**WTEF May 2019 Outage (KCS 39402):** Boiler 1 repairs included:

- Repair of feed chute water wall
- Grates R&R (3 zones)
- Under-grate inspection
- Grate carriage repair and rehabilitation
- Grate plenum seal repair and cylinder repair and rehabilitation
- Ram table repairs
- Economizer turning vane repair
- SDA hopper repairs
- Power packs, SDA turning vanes, SDA linter install
- Expeller sled bushing and pin inspection
- Expeller chute repair
- Expeller side cheek wear plate repair
- Goyen wall retrofit
- Clean side tuber sheet and dresser repair
- Outlet damper and damper box repair
- Dirty side duct repair
- Hopper patching
- Expeller belly rebuild
- Dirty inlet damper and inlet damper duct fabrication
- Grizzly feed belt changeout

Boiler 2 repairs included:

- Grates R&R (3 zones)
- Grate carriage repair and rehabilitation
- Grate plenum seal repair and cylinder repair and rehabilitation
- Miscellaneous ram table repairs
- Economizer turning vane repair
- Miscellaneous repairs to SDA hopper, SDA turning vanes
- SDA liner install
- Expeller chute left wall repair and rehabilitation
- Expeller sled bushing and pin inspection
- Expeller chute repair
- Goyen wall retrofit
- Clean side tuber sheet and dresser repair
- Outlet damper and damper box repair
- Dirty side duct repair, hopper patching
- Dirty inlet damper and inlet damper duct fabrication

**July 2019 Emergency Outage (KCS 39403):**

**August 2019 Emergency Outage (KCS 39404):**

**Grizzley Belt R&R (KCS 39405):**

**WTEF Nov. 2019 Outage (KCS 39406):** Boiler 1 repairs included:

- Grates repair and rehabilitation (6 zones)
- Repair feed chute water wall


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- Under-grate inspection
- Grate plenum seal repair and cylinder repair and rehabilitation
- Ram table repairs
- SDA hopper repairs
- Expeller sled bushing and pin inspection
- Expeller chute repair
- Expeller side-cheek wear plate repair
- Goyen wall retrofit
- Clean side tuber sheet and dresser repair
- Outlet damper and damper box repair
- Dirty side duct repair
- Hopper patching

Boiler 2 repairs included:

- Grates repair and rehabilitation (5 zones)
- Grate carriage repair and rehabilitation
- Grate plenum seal repair and cylinder repair and rehabilitation
- Miscellaneous ram table repairs
- Miscellaneous repairs to SDA Hopper
- Expeller chute south wall repair and rehabilitation
- Expeller sled bushing and pin inspection
- Expeller sled pin procurement and installation
- Expeller boss and bushing repair and rehabilitation
- Expeller sled scraper fabrication and installation
- Expeller chute repair
- Clean side tuber sheet and dresser repair
- Outlet damper and damper box repair
- Dirty side duct repair
- Hopper patching

**CC Cell Unloading (KCS 39407):**

**Ash House Ladder R&R (KCS 39408):**

## City of Spokane WTEF Mechanical Repairs Contract for 2017 – 2018

### KCS Maintenance Master Contract 27400 (T&M)

**Crane Sheave Boss Welding (27401)**

**Lime Prep Control Panel Mezzanine (27402)**

**June 2017 Outage (27403)**

**Turbine Crane Load Test (27404)**

**ID Fan Duct Fabrication (27405)**

**Bathroom Repair & Rehabilitation (27406)**


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**North Crane Trolley Repair (27407)**

**November 2017 Outage (27408)**

**Grizzley Belt Repair & Rehabilitation - November (27409)**

**Grizzly Belt Roller Repair & Rehabilitation - December (27410)**

**Ladder Rehab - December (24711)**

**Pugmill Floor Repair (27412)**

**Ash Tower Temporary Support (27413)**

**Maintenance Contract Renewal (27415)**

**Ash Tower Concrete Repair (27418)**

**Under Pan Support Beam Repair & Rehabilitation (47419)**

**May 2018 Outage (27420)**

**ID Fan Duct Repair (27420-300)**

**Fire System Repair (27420-400)**

**Grapple Valve Block (27421)**

**November 2018 Outage (27422)**

**Lime Silo Assembly (27423)**

**Emergency Outage - August 2018 (27424)**

**Scheduled Outage - February 2018 (27425)**

**NSL-F Flowmeter (27426)**

**General Statement of Work at WTEF:**
Work at the facility often involves working in confined space areas with respirators and in considerable heat. Gross annual value of the service contracts over a typical three-year period is in excess of $1 million per year. Shutdowns for plant maintenance usually require two shifts of 12 to 15 tradesmen per shift, working around the clock, and close coordination between each shift crew to provide continuity with the flow of repairs to return the plant to operational status at the earliest possible timeframe.

**Knight Personnel:** David Knight, **Construction Manager;** Ryan Reed, **Project Manager/SSHO**; Bill Buckle, Ryan Reed, Jacob Knight, Jesse Ingraham, Jordan Lehto, Austin Breeden, and Nate Johnson, Jr., **Project Superintendents**


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**SHOULD THIS PAGE (AND ANY ADDITION REQUIRED SHEETS) NOT BE COMPLETED AND UPLOAED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM, AFTER BID OPENING AND PRIOR TO AWARD, BIDDER SHALL COMPLETE AND PROVIDE WITHIN 24 AFTER UPON NOTIFICATION OF REQUEST.**

Attachment to Supplemental Bidder Responsibility Criteria

# Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

**PROJECT DETAIL**

| Bidder's Company Name | Bidders Contact Name & Phone Number |
|---|---|
| Knight Const. & Supply, Inc. | David A. Knight, President (509) 276-2229 |

| Project Name | Project Contract Number: |
|---|---|
| City of Spokane WTEF Ash Bypass Building | OPR 2017-0257 |
| Project Owner: City of Spokane WTEF | Project Location: 2900 South Geiger Blvd, Spokane, WA 99224 |
| Project Owner Contact Name & Title: Larry Pratt, Shift Supervisor (Retired) | Owner's Telephone Number: 509-625-6509 |

| Notice to Proceed Date | Final Completion Date | Awarded Contract Value | Final Contract Price |
|---|---|---|---|
| May 9, 2020 | October 2022 | $805,100.00 | $2,245,708.00 |

| Prime Contractor Name (If Not Bidder) | Contractor Contact Name & Phone Number (If Not Bidder) |
|---|---|
| NA | NA |

Brief Project Description

Knight Const. & Supply, Inc. (KCS) performed all work, with various subcontractors to design, fabricate, and install a new ash bypass building and conveyor system.

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications

**Please see attached Detail Description.**


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# Waste to Energy Facility (WTEF) Ash Bypass Building





**PROJECT SIZE**
**Award:** $805,100
**Final:** $2,245,708

**AWARD DATE:** May 9, 2020
**NTP Date:** June 15, 2020
**Performance Period:**
May 2020 – October 2022

**CONTRACT NO.:**
OPR 2017-0257
**KCS PROJECT NO.:** 30303, 31302, 32302, & 33102

**OFFEROR'S ROLE:**
Prime Contractor
**CONTRACT TYPE**:
Time and Materials

**PROJECT LOCATION:**
City of Spokane WTEF
2900 S. Geiger Blvd.
Spokane, WA, 99224

**CLIENT POINT OF CONTACT:**
City of Spokane WTEF
Larry Pratt, Shift Supervisor
808 W. Spokane Falls Blvd.
Spokane, WA 99201
509-625-6509
lpratt@spokanecity.org

## PROJECT DESCRIPTION AND ACTIVITIES PERFORMED:

Knight Const. & Supply, Inc. (KCS) performed all work, with various subcontractors, to design, fabricate, and install a new ash bypass building and conveyor system. This new building and conveyor needed to tie into the old ash system by diverting the ash where it could be loaded into trucks, while the current ash building could be replaced later. KCS worked with the COS WTEF to design a new system that worked around existing equipment, structures, and limited space in fitting a strict design criterion to both maintain standard functions like the old system, but with upgraded features to improve maintenance and operations. KCS built a new foundation, fabricated and installed the new conveyor system, erected the new building, modified the old building and ash system to conjoin both, mounted lighting, installed a drain pump system for contaminated ash water, and assisted Engineered Products with the fitting of new remote door systems with collision alarms.

The new conveyor needed to be freestanding and separated from the building framework, with a double catwalk layout and hood protection that could still be opened for inspections and maintenance. This new building and conveyor scheme mandated KCS to tie in


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**KEY SUBCONTRACTORS AND EFFORT PERFORMED:**

- Pacific Building Systems – Designed and manufactured new building
- Engineered Products, A PAPE Company – Supplied and installed new remote door system
- Hancock Sandblast & Paint – Sand blasted and painted new conveyor system
- S&S NDT – Performed certified welding inspection (CWI) on new conveyor system
- Boydston Engineering – Performed foundation design and engineering

**KNIGHT PERSONNEL:** Dave Knight, **Construction Manager;** Jesse Ingraham, **Project Manager;** Steve Welch, Nathan Johnson Jr., & Chad Sumner, S**uperintendents;** Jesse Ingraham, **QC Manager & SSHO**

**SMALL BUSINESS/MINORITY UTILIZATION:** 24% of all costs were spent with small businesses and 10% of all costs were spent on minority-owned businesses.

three different locations that required ash to be diverted from the old system. KCS was able to complete and commission the new structure in October 2022.

**Key Features of Work:**

- Design & build new Ash Bypass building and conveyor system to tie into existing system
- Demolition and grading old parking lot
- Form and pour new building footings, foundation, and slab
- Fabricate and install new conveyor belt system with catwalks on both sides of conveyor
- Erect new building with lighting, insulation, and outlets
- Install drain system for ash water to be pumped into the existing system
- Fabricate and install employee protection aids for the new conveyor
- Assist installation of new remote door system with collision alarms
- Commission the new system

**Equipment:**

- Krupp KMK4070 82-ton all-terrain crane
- Terex Demag AC80-2 100- ton all-terrain crane
- 45- to 135-foot Gini boom man lifts
- International Paystar 5500I boom truck
- Gradall D6 & D9 telehandlers
- Skid steers
- 10-yard dump trucks
- Excavators


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Attachment to Supplemental Bidder Responsibility Criteria

# Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

**PROJECT DETAIL**

| Bidder's Company Name | Bidders Contact Name & Phone Number |
|---|---|
| Knight Const. & Supply, Inc. | David A. Knight, President (509) 276-2229 |

| Project Name | Project Contract Number: |
|---|---|
| City of Spokane WTEF Bay 6 Floor Replacement 2022 | OPR 2022-0710 |
| Project Owner: City of Spokane WTEF | Project Location: 2900 South Geiger Blvd, Spokane, WA 99224 |
| Project Owner Contact Name & Title: Larry Pratt, Shift Supervisor (Retired) | Owner's Telephone Number: 509-625-6509 |

| Notice to Proceed Date | Final Completion Date | Awarded Contract Value | Final Contract Price |
|---|---|---|---|
| September 28, 2022 | November 2022 | $827,310.00 | $581,256.00 |

| Prime Contractor Name (If Not Bidder) | Contractor Contact Name & Phone Number (If Not Bidder) |
|---|---|
| NA | NA |

Brief Project Description

Knight Const. & Supply, Inc. (KCS) replaced Bay 6 floor at the Waste to Energy Facility.

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications

**Please see attached Detail Description.**


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# Waste to Energy Facility (WTEF) Bay 6 Floor Replacement 2022





**PROJECT SIZE**
**Award:** $827,310
**Final:** $581,256

**AWARD DATE:**
September 28, 2022
**NTP Date:** September 28, 2022
**Performance Period:**
September 2022 – November 2022

**CONTRACT NO.:**
2022-0710
**KCS PROJECT NO.:** 32010

**OFFEROR'S ROLE:**
Prime Contractor
**CONTRACT TYPE**:
Time and Materials

**PROJECT LOCATION:**
City of Spokane WTEF
2900 S. Geiger Blvd.
Spokane, WA, 99224

**CLIENT POINT OF CONTACT:**
City of Spokane WTEF
Larry Pratt, Shift Supervisor
808 W. Spokane Falls Blvd.
Spokane, WA 99201
509-625-6509
lpratt@spokanecity.org

**PROJECT DESCRIPTION AND ACTIVITIES PERFORMED:**

Knight Const. & Supply, Inc. (KCS), with the help of ProCut, accomplished to cut the old 60-foot x 42-foot concrete floor into 6-foot x 14-foot blocks that could be lifted out and set on a semi-trailer by the CAT 323 excavator. KCS then worked to remove the old pan decking base and concrete shear studs. Once all demolition and removal the blocks were completed, KCS installed a new pan decking floor and concrete shear studs. KCS drilled all rebar dowl holes and set epoxy in the new rebar tie bars. KCS then installed 2 mats of new #6 rebar support members and a concrete swell stop to ensure no concrete could leak into the warehouse below. Once all the rebar was installed and concrete forms fabricated and fixed, KCS worked with Cameron-Reilly (CR) to pour the new 10-inch thick concrete floor. After the concrete floor was poured, KCS performed a wet cure process during the first week before CR returned to install a hardener compound and seal the concrete. 30 days later, KCS reinstalled a 24-inch wide x 11-inch tall concrete wheel stop curbing along the pit and anchored it into the new concrete floor.


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**KEY SUBCONTRACTORS AND EFFORT PERFORMED:**

- ProCut – Performed concrete cutting, to cut the old floor into manageable blocks during removal of the old floor.
- Cameron-Reilly, LLC – poured new concrete floor once all prep work was completed by KCS
- BrandSafway – Performed all scaffolding needs for fall protection
- Budinger & Associate – Performed concrete strength testing

**KNIGHT PERSONNEL:** Dave Knight, **Construction Manager;** Jesse Ingraham, **Project Manager;** Justin Tomson, Nathan Johnson Jr., S**uperintendents;** Jesse Ingraham, **QC Manager & SSHO**

**Key Features of Work:**

- Demolished, removed, and disposed old concrete floor
- Installed scaffolding support and fall protection
- Installed new pan decking base and rebar support
- Installed new concrete shear studs and swell stop
- Repaired existing concrete pit wall
- Poured a new concrete floor
- Installed a new concrete wheel stop

**Equipment:**

- TH255C Telehandler
- 323 CAT Track Excavator
- Hilti Hammer Drill
- Stud welding gear
- 125KVA generator
- Walk-behind concrete floor saw and concrete track saw



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**SUBCONTRACT AGREEMENT**
**2024 Edition**

| | | | |
|---|---|---|---|
| **This Subcontract is between:** | | **Subcontract No.**<br>**Phase #:** | |
| **CONTRACTOR:** | Knight Const. & Supply, Inc.<br>2601 E. 6TH St.<br>Deer Park, WA 99006<br>Phone: (509) 276-2229<br>Fax: (509) 276-6055 | **POC:** | LeeAnn Easter<br>(509) 276-2229<br>LEaster@knightconst.com |
| | **Contractor Registration No.:** | | KNIGHCS2810N |
| **SUBCONTRACTOR:** | | **POC:** | |
| | **Contractor Registration No.:** | | |
| | **Federal Tax ID No.:** | | |
| | **SPRS Score? (Supplier Performance Risk System):** | | YES NO |
| | **Worker's Compensation Account ID No.:** | | |
| | **Unemployment Insurance Reference No.:** | | |

| | |
|---|---|
| **Contract Name:** | |
| **Contract Number** | |
| **Project Address** | |
| **Project Owner Information** | |

Contractor and Subcontractor agree as set forth below:





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For Subcontractor's work, Contractor agrees to pay:

☐ a lump sum in the amount of Dollars ($ ), or

☐ according to unit prices below, which based on the Owner's estimated quantities will yield a gross contract price of approximately _____ Dollars ($_____):

| Unit Cost | Quantity | Description | Price |
|---|---|---|---|
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| | | **TOTAL** | |

Price ☒ excludes ☐ includes sales and use tax.

☐ Cost of the work plus a fee as forth in Appendix 2 (attach if applicable).

☐ Subcontractor's hourly rate shall be $_____ per hour.

This Subcontract may be accepted by signature of an officer or duly authorized representative of Subcontractor. This Subcontract may also be accepted by beginning performance of any aspect of the subcontract work. The effective date of this Subcontract shall be the earlier of fifteen (15) days following its receipt by Subcontractor, when Subcontractor begins performance, or the date of Subcontractor's signature without modification.

In witness whereof, Contractor and Subcontractor have executed this Subcontract effective this _____ day of _____ 2026 .

***The General Conditions attached hereto are a part of and are incorporated into this Agreement. THE UNDERSIGNED HEREBY CERTIFY THAT SECTION 14 BELOW WAS MUTUALLY NEGOTIATED.***

**KNIGHT CONST. & SUPPLY, INC.**

| | |
|---|---|
| By: David A. Knight | By: |
| Its: President | Its: |
| Date: | Date: |



Knight Const. & Supply, Inc.
May 11, 2026
6543-26

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## SECTION 1
## DEFINITIONS

**1.1. MAIN CONTRACT**. The Main Contract is the contract between Contractor and Owner, including the associated general conditions, special conditions, supplementary conditions, specifications, drawings, plans, applicable building codes, addenda, change orders and other modifications. All such documents are available to Subcontractor upon request. All terms of the Main Contract are incorporated into this Subcontract by reference.

**1.2. SUBCONTRACT.** The Subcontract is the Subcontract Agreement, these general conditions, and any special conditions, supplementary conditions, specifications, drawings, plans, applicable building codes, addenda, change orders and other modifications.
If any provisions of the Contract Documents conflicts with another provision of the Contract Documents, the Provisions in the Contract Documents first listed below shall generally govern except as otherwise specifically stated:

1. Subcontract
2. Addenda/Change Order to Professional Services Agreement
3. General Conditions
4. Special Provisions
5. Supplementary Conditions
6. Bid, Proposal or Quote
7. Drawings
8. Specifications
9. Main Contract

**1.3. CONTRACT DOCUMENTS.** The Contract Documents include the Main Contract and this Subcontract. In the event of a conflict between any of the contract documents, the provision that is most onerous for the Subcontractor controls.

**1.4. SUBSTANTIAL COMPLETION.** Substantial completion has the same definition as is set forth in the Main Contract, if any. If the Main Contract does not define Substantial Completion, then Substantial Completion means the point at which the Project can be put to its intended use.

## SECTION 2
## GENERAL RESPONSIBILITIES

**2.1. OBLIGATIONS.** Subcontractor assumes toward Contractor all of the obligations and responsibilities set forth in this Subcontract as well as all obligations and responsibilities Contractor assumed toward Owner in the Main Contract. Subcontractor agrees to be bound by the provisions of provisions of the Main Contract as it applies to the Subcontractor's work, including but not limited to, those provisions pertaining to dispute resolution.

**2.2. LABOR AGREEMENTS AND REGULATIONS**. Subcontractor agrees to comply with all labor agreements applicable to the Project and certifies that it has made its own investigation of the existence and terms of those agreements.

**2.3. INCORPORATION OF REQUIRED FEDERAL LAWS**. The laws and regulations in Appendix 2 are part of this Subcontract as though fully set forth herein.

**2.4. ASSIGNMENT**. Contractor may assign this Subcontract at any time, in which event Subcontractor shall perform all of its obligations under this Subcontract for the assignee and Contractor shall have no further obligation to Subcontractor. In contrast, Subcontractor shall not assign any part of this Agreement and/or the Subcontractor Work without Contractor's prior written consent. Assignment shall not relieve Subcontractor of its obligation under this Subcontract.

**2.5. PERFORMANCE**. Subcontractor agrees to use its best skill and judgment in the performance of the Subcontract Work in cooperation with Contractor so that Contractor may fulfill its obligations to the Owner. Subcontractor shall furnish all the labor, materials, equipment, services, supervision, tools, scaffolding and all other items necessary for the proper performance of the Subcontract Work. Subcontractor shall not change supervisory personnel without first providing 10 days advance notice to Contractor. Contractor may object to the change if it has reasonable grounds to believe such change would not be in the best interest of the Project. If the Subcontractor's authorized representative or any employee of Subcontractor performs in a manner unsatisfactory to the Contractor, the Subcontractor agrees upon notice from the Contractor to replace that representative or employee. Subcontractor shall enforce strict discipline and good order among Subcontractor's employees and other persons carrying out the Subcontract. The Subcontractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**2.7. TESTS AND INSPECTIONS**. Subcontractor shall schedule all required or necessary tests, approvals, and inspections of the Subcontract work at such times and as to not delay the Project. Subcontractor shall bear all expenses associated with any test, approval or inspection required or rendered necessary by the Contract Documents. All tests and inspections shall be conducted by an independent testing laboratory or entity. Subcontractor shall promptly deliver required certificates of testing, approval, or inspection to Contractor.

**2.8. LOWER TIER CONTRACTORS/ SUPPLIERS**. Prior to commencing work Subcontractor shall provide a list of its subcontractors and suppliers to Contractor. Contractor may object to the use of any subcontractor or supplier should Contractor reasonably believe that use of the subcontractor or supplier is not in the best interest of the Project. In the event Contractor reasonably objects to a subcontractor or supplier, Subcontractor shall forthwith obtain a replacement, and shall not be entitled to additional compensation or time.





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**2.9. SITE VISITATION**. Prior to performing any portion of the Subcontract Work, Subcontractor must inspect the project site to familiarize itself with site conditions (including access to and from the site). If Subcontractor discovers any discrepancy in the Contract Documents when compared with actual conditions or observes any other condition which may impact its performance, it shall report that information to Contractor prior to disturbing the condition or within three working days of becoming aware of the discrepancy. Failure to do so will constitute a waiver by Subcontractor of any claims related to said discrepancy. Subcontractor represents that it has made all investigations necessary for a full understanding of difficulties it may encounter in performing the Subcontract Work and that in so doing so it has not relied upon any information provided to it by Contractor or in the Contract Documents. Subcontractor's obligations shall also include locating all utilities in all areas of its work and shall protect and maintain operation of all utilities at all times unless it is unsafe to do so.

**2.10. SUBCONTRACTOR VERIFICATION**. Notwithstanding any measurements or dimensions appearing in the Contract Documents, Subcontractor shall regularly take field measurements and verify field conditions before commencing work on the Project or any portion thereof. Should Subcontractor discover a discrepancy between actual field conditions and the Contract Documents it must report that information to Contractor before commencing work. Failure to do so will constitute a waiver of any right to compensation or additional time resulting from said inconsistency.

**2.11. SUBCONTRACTOR FURNISHED INFORMATION.** Subcontractor may be required to submit certain materials, components, equipment or other items to be incorporated into the work to Contractor for review and approval by Owner and/or its consultants ("submittals"). Review and approval of any submittal shall not be deemed to authorize deviations, substitutions or changes in the contract documents. No deviation, substitution or change is allowed absent express written approval from Contractor and Owner. Any unauthorized change, substitution or deviation in the Subcontract Work shall be remedied at Subcontractor's sole cost and expense regardless of submittal approval, and so as not to delay Contractor or impede the construction schedule.

**2.12. MEETINGS**. Subcontractor shall participate in all Project and other meetings required by Contractor.

**2.13. COMPLIANCE WITH LAWS**. Subcontractor shall comply with all applicable laws and regulations, and any changes or additions thereto during the course of the Project, without additional compensation, and shall require its lower tier subcontractors to do the same.

**2.14. EMPLOYER TAXES**. Subcontractor shall withhold from its payroll applicable taxes and promptly pay same to the appropriate government agencies. Contractor shall not responsible for any such taxes and shall not be considered an employer of Subcontractor's employees.

**2.15. ROYALTIES, PATENTS AND COPYRIGHTS**. Subcontractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by Subcontractor for incorporation in the Subcontract Work.

**2.16. PERMITS, FEES, LICENSE AND TAXES**. Subcontractor shall be responsible for all permits, fees, licenses, costs, assessments, inspections, testing and taxes necessary to complete the Subcontract.

**2.17. PROTECTION OF THE WORK**. Subcontractor shall protect its and the work of others from damage caused by its operations. Should Subcontractor damage any work, it must promptly remedy such damage to the satisfaction of Contractor. If it fails to do so, Contractor may remedy the damage and deduct its costs, plus overhead and profit, from amounts due, or to become due, Subcontractor.

**2.18. ADJACENT WORK.** Subcontractor shall verify and check the accuracy and acceptability of all adjacent work performed by others which interferes or which may affect the Subcontract Work. Subcontractor shall promptly report in writing to Contractor any defect, deficiency, error or omission in any work that may impact Subcontractor's ability to perform the Subcontract Work. Subcontractor is solely responsible for the costs of removal and replacement of any work that covers and renders inaccessible incorrect work adjacent to or under the work required by this Subcontract, including any resulting delay impact costs.

## SECTION 3
## SAFETY

**3.1. SAFE ENVIRONMENT**. Safety is of paramount concern on the Project, and Subcontractor shall create and maintain a safe working environment. In no event shall safety be compromised for efficiency, cost, etc.

**3.2. ACCIDENT PREVENTION PROGRAMS**. Subcontractor shall provide all safety equipment to complete its scope of work as part of the Subcontract price. Subcontractor agrees that it, its employees and its lower tier subcontractors and their employees shall comply with Contractor's Accident Prevention Program including, but not limited to, any workplace drug-free programs required by state or federal law, or Contractor. Subcontractor shall also require its lower tier subcontractors to comply with Contractor's Accident Prevention Program. Subcontractor shall also implement its own safety program for itself and its lower tier subcontractors that (1) identifies anticipated hazards that will more likely be encountered in all phases of the project; and (2) identify methods that will be used to abate those hazards, and shall require its lower tier subcontractors to establish and follow their own Accident Prevention Program.



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Subcontractor shall provide a copy of its Accident Prevention Program to Contractor.

**3.3. JOBSITE SAFETY MEETINGS.** Unless directed otherwise by Contractor, Subcontractor shall ensure that its employees and subcontractors (if any) attend Contractor's weekly jobsite safety meetings.

**3.4. SAFETY REPRESENTATIVE**. Subcontractor shall designate an employee who shall act as its designated safety representative with the duty to prevent accidents and insure all safety regulations and programs are followed. Unless otherwise identified by Subcontractor, the safety representative shall be Subcontractor's project superintendent. Among other duties designated by Subcontractor, the safety representative shall conduct a daily inspection of Subcontractor's work area and the performance of Subcontractor's work to ensure there are no unsafe conditions and that the work is being performed in compliance with all safety requirements.

**3.5. DISCIPLINARY PROCEDURES.** Subcontractor shall have and enforce disciplinary procedures that will be followed in the event safety violations are discovered.

**3.6. STOPPAGE OF WORK.** Subcontractor shall immediately stop work which it or Contractor deems unsafe, or which is being performed in an unsafe manner. Subcontractor shall immediately correct the condition and shall not be entitled to any additional compensation or time for doing so.

**3.7. NOTICE**. Subcontractor shall give prompt written notice to Contractor of an accident involving bodily injury requiring a physician's care or hospitalization, property damage, or any failure that could have resulted in serious bodily injury, whether or not such an injury was actually sustained.

**3.8. HOUSEKEEPING**. Subcontractor shall regularly, and upon request by Contractor, remove and properly dispose of waste and debris, and shall generally keep its work area in as neat and organized a condition as reasonably possible. Subcontractor shall also regularly and upon request of Contractor properly dispose of hazardous waste, at its own expense, which expense may include hauling, employment of certified personnel to handle material, dump fees, etc. Subcontractor's housekeeping obligations shall include the daily cleaning of roadways, streets, appurtenances, sidewalks and in and around Subcontractor's job trailer. This obligation includes snow and ice removal and protection during times of inclement weather. All costs in connection with Subcontractor's housekeeping obligations, including water for cleaning of streets, hauling costs, dumpsters, etc. shall be considered as incidental to other items involved in the Project and will not entitle Subcontractor to additional compensation. Contractor may backcharge Subcontractor for general housekeeping performed by Contractor to the extent said housekeeping arises out of Subcontractor's work.

**3.9. SAFETY QUESTIONNAIRE.** As a condition precedent to receiving payment on the job, Subcontractor shall accurately fill out and return the Safety Questionnaire attached hereto as Appendix 1.

**3.10. MATERIAL BREACH**. Breach by Subcontractor or any of its lower tier subcontractors of any of the above provisions shall be a material breach of contract and grounds for immediate termination.

## SECTION 4
## SCHEDULING/TIME OF COMPLETION

**4.1. TIME OF THE ESSENCE**. Time is of the essence in this Subcontract.

**4.2. COMMENCEMENT**. Subcontractor shall start the Subcontract Work on the date established by Contractor, and shall perform the Subcontract Work in accordance with Contractor's schedule and updates.

**4.3 SUBMITTALS.** Subcontractor shall timely submit product data, work plans, qualifications, certifications, safety plans, and other submittals required by the Contract Documents. Subcontractor's failure to provide submittals in a timely manner shall be deemed a failure of performance as set forth in Section 12.

**4.3. COMPLETION DATES**. Subcontractor acknowledges that it is bound to the substantial and final completion dates for the Project as established in the Main Contract and Contractor's schedule, and will perform the Subcontract Work in such time as directed by Contractor to allow Contractor to meet those dates.

**4.4. SCHEDULES**. Subcontractor shall prepare and submit construction progress schedules in the form and as required by Contractor. Contractor may determine the time and order of events and change them when it is in the best interest of the Project to do so. Subcontractor shall revise its schedules to comply with that information. If Subcontractor fails to submit a progress schedule within the time prescribed, Contractor may withhold approval of progress payments until such time as Subcontractor submits the required progress schedule.

**4.5. SCHEDULE REVIEW**. Subcontractor will review the original schedule and periodic updates to confirm that duration and sequencing is reasonable and attainable. Subcontractor's failure to notify Contractor within five (5) days of receipt of original and updated schedules constitutes Subcontractor's acceptance thereof, and will preclude any claim by Subcontractor that the schedule was unreasonable or unattainable without additional cost.



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**4.6. MAINTAINING SCHEDULE**. Should Subcontractor fall behind schedule, it shall take necessary action to meet and maintain the schedule without additional compensation, and shall be liable to and reimburse Contractor for damages resulting from or related to any delay, including, but not limited to, liquidated damages, overtime and off-hour supervisory costs incurred by Contractor and by any of its other Subcontractors resulting from or relating to such delay.

**4.7. WORKING HOURS**. Contractor shall establish working hours for the Project. No work will be allowed at the Project site after normal business hours without first securing the express written permission of Contractor. Such permission shall be granted at Contractor's sole discretion and shall be subject to terms and conditions determined by Contractor.

**4.8. LIQUIDATED DAMAGES.** Subcontractor agrees that if it fails to adhere to Contractor's schedule and schedule updates that Contractor will incur administrative and overhead costs that are incapable or very difficult of accurately estimating and for that reason Contractor and Subcontractor agree that $ per day for each day Subcontractor fails to adhere to Contractor's schedule is a reasonable forecast of just compensation for Contractor. After Substantial Completion, the amount shall be $ per day. Subcontractor agrees that liquidated damages are intended as compensation and not as punishment or penalty. Said liquidated damages shall be deducted from any amount owing to Subcontractor.

## SECTION 5
## MATERIALS AND EQUIPMENT

**5.1. RESPONSIBILITY**. Subcontractor shall be responsible for all material delivered to the Project whether delivered F.O.B. point of origin or F.O.B. job site, and shall pay all demurrage and storage charges which accrue after delivery. Subcontractor shall unload, store and protect the material and equipment it furnishes for incorporation into the Project. Such material and equipment shall become the property of Owner upon payment. Subcontractor shall bear the risk of loss or damage to the material or equipment until the Project is accepted by Owner, unless the damage or loss is due to the sole negligence of Owner or Contractor.

**5.2. USE OF EQUIPMENT**. Subcontractor may only use Contractor's tools or equipment after first obtaining prior written approval from Contractor. Contractor makes no express or implied warranties with respect to the condition or fitness of said equipment and any such warranties are expressly disclaimed. Subcontractor's use shall constitute an express agreement to rent said tools or equipment at the then prevailing rate as set forth in the current Rental Rate Blue Book or which are customary in the area, whichever is greater. Subcontractor is responsible for complying with all laws and regulations and payment of any penalties or fines resulting from the use of same.

**5.3. FUELING OF EQUIPMENT**. Subcontractor must make a written request, acknowledging a rate of $7.50 per gallon, at the start of the project, or before using fuel, to dispense Contractor's fuel from truck/tank. Upon approval of the request, the Subcontractor may only be issued fuel by an authorized representative of the Contractor. Payment for fuel will be by backcharge deducted from the Subcontractor's monthly payment in such amount as is shown on the oiler's report.

## SECTION 6
## UNCOVERING/CORRECTION OF WORK

**6.1. UNCOVERING WORK**. Subcontractor shall, at its own expense, uncover any portion of the Subcontract Work which it covered in violation of the Contract Documents or contrary to a directive issued by Contractor, or when Contractor reasonably believes that the covered work does not conform to the Contract Documents. Subcontractor shall uncover the work within twenty-four (24) hours of Contractor's directive to do so. If the uncovered work conforms to the Contract Documents, or if the non-conforming condition is not the fault of Subcontractor, then Subcontractor shall be reimbursed for the costs associated with uncovering and restoring the work with the exception of costs related to delay or disruption of Subcontractor's work. In all other cases Subcontractor shall be responsible for uncovering, correcting and restoring the work, including any damage to work performed by others which Subcontractor damaged in uncovering the Subcontract Work.

**6.2. WARRANTY.** If the non-conforming work is corrected after Substantial Completion, the applicable warranty period shall run from the date the work was corrected and the premises restored to its previous and otherwise conforming condition.

## SECTION 7
## SUBCONTRACTOR BONDS

**7.1. REQUIREMENT**. Subcontractor ☐ shall (not required if the box is unchecked) furnish Contractor, as the named obligee, appropriate bonds to secure the faithful performance of the Subcontract Work and to satisfy all Subcontractor payment obligations.

**7.2. FORM AND AMOUNT**. If performance and/or payment bonds are required of Subcontractor under this Subcontract, they shall be in a form and by a surety mutually agreeable to Contractor and Subcontractor, and in the amount of the Subcontract unless otherwise specified. If Contractor requires Subcontractor to provide any such bonds after execution of the Subcontract, Contractor shall reimburse Subcontractor, without retainage, for the cost of such bonds.

**7.3. FAILURE TO PROVIDE**. In the event Subcontractor fails to provide the required bonds within ten (10) calendar days of execution of the Subcontract or request by Contractor, Contractor may terminate this Subcontract and




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enter into a subcontract for the balance of the Subcontract Work with another subcontractor.

**SECTION 8**
**CHANGES**

**8.1. AUTHORITY TO MAKE CHANGES**: Contractor may at any time and without notice to subcontractor's sureties, make changes in, additions to, deletions from or alterations in the Subcontract Work or time of performance. Should Subcontractor believe such order or any work directive entitles it to extra time or compensation, it shall, within five (5) working days from the date of such order, and prior to instituting the change, submit a change order proposal or cost estimate indicating the adjustment in price and/or contract time it is seeking. Failure to provide such proposal or estimate shall constitute a waiver by Subcontractor for any additional compensation or time, but shall not relieve Subcontractor from performing the work or instituting the ordered changes. Should the parties be unable to agree on the price, Contractor may nevertheless order Subcontractor in writing to proceed with the work. Should Subcontractor begin work without such written order it shall be deemed to have waived any claim for additional compensation or time.

**8.2. CLAIM**. Should Subcontractor desire to make a claim for additional compensation or time, or if it believes Contractor has breached the Subcontract, it shall submit a Notice of Claim within five (5) days of the directive or other event giving rise to the claim. Failure to provide such notice shall be deemed a waiver of any such claim. The Notice of Claim shall provide, in as much detail and with as much supporting documentation as possible, the amount of additional compensation or time sought, and the contract provisions Subcontractor claims have been breached.

**8.3. AMOUNT OF COMPENSATION**. Compensation for any change shall be based upon: (a) agreed upon lump sum; (b) unit prices previously agreed upon; (c) costs plus a mark-up not exceeding 10%, which percentage shall include overhead and profit; or (d) if the Subcontract amount is based upon the cost of the work plus a fee, then the amount shall be calculated as specified. Under any of the above methods the amount agreed upon shall include all time impacts, direct and indirect costs, and profit and overhead associated with the change. Furthermore, if the change is due to actions of the Owner or any person not a party to this Subcontract, then the compensation or time granted to Subcontractor shall be limited to the compensation or time Owner pays or grants Contractor for the change.

**8.4. CHANGED CONDITIONS**. Should Subcontractor encounter latent, concealed, or subsurface physical conditions which differ materially from those indicated in the contract documents, or encounter unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and not generally recognized as inherent in the kind of work provide for in this Subcontract, then it shall give notice to Contractor promptly before the conditions are disturbed. Contractor will investigate the condition and, if it considers it a changed condition as described above, request a change order proposal from Subcontractor for presentation to Owner. If Contractor determines that the conditions are not unknown conditions as described above, or do not justify any change in compensation or time (or in the amount requested by Subcontractor), Contractor will so notify Subcontractor. Subcontractor may then submit a Notice of Claim as described in Paragraph 8.2. Subcontractor shall not disturb the condition until notified by Contractor that it may do so. However, such notification shall not be considered Contractor's agreement to any extra compensation or time resulting from the condition. Subcontractor shall not be entitled to any additional compensation or time for a changed condition unless granted by Owner.

**8.5. DELAYS**. Subcontractor shall not be entitled to any additional compensation as the consequence of delay caused by any person not a party to this Subcontract unless Contractor first recovers compensation on behalf of Subcontractor. Subcontractor understands and agrees that apart from such recovery its sole remedy shall be an extension of the Subcontract time. Furthermore, Subcontractor will not be allowed any claim for additional compensation or time arising out of any delay unless it has given Contractor written notice of the delaying event no later than five (5) working days of its occurrence.

**8.6. AUDIT**. Contractor shall have the right at any time to inspect, copy and audit the books and records of Subcontractor and its lower tier subcontractors to substantiate any claimed amounts. Subcontractor shall ensure that such a provision is included in its contracts with lower tier subcontractors. Failure to include such a provision in those contracts will constitute a waiver of any claim for compensation based upon amounts charged or claimed by lower tier subcontractors.

**SECTION 9**
**PAYMENT**

**9.1. SCHEDULE OF VALUES**. As a condition precedent to payment, Subcontractor shall, within fifteen (15) days of executing this Agreement, provide a detailed schedule of values to Contractor. The schedule of values shall allocate 5% of the subcontract price to a category which shall be entitled "Achieving Final Completion." Such sum shall cover all work and services necessary for Subcontractor to proceed from substantial completion through satisfying all requirements for Owner acceptance including completion of all punchlist work and closeout documents. No portion of such sum shall be due Subcontractor until all requirements for Owner's acceptance have been met and satisfied.

**9.2. INTENT TO PAY PREVAILING WAGES**. If WA State prevailing wage laws apply to the Project, Subcontractor




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must, as a condition precedent to payment and if required by the project, submit to Contractor a completed Intent to Pay Prevailing Wages form. Submit Certified Payroll Reports to Contractor and in accordance with State laws monthly. Prior to final payment Subcontractor must provide to Contractor an affidavit that prevailing wages have been paid. Subcontractor must follow all State wage requirements including, but not limited to State Sick Pay laws.

**9.3. TIME OF APPLICATION**. Subcontractor shall provide its applications for payment for work and materials incorporated into the Project to Contractor no later than the 25th day of each month in order to be considered for payment in the following month. If Subcontractor fails to timely provide complete applications for payment to Contractor, Contractor may submit its pay application to Owner without Subcontractor's pay request and Subcontractor shall have no right to payment that month.

The Subcontractor agrees, acknowledges, and understands that the failure to timely submit invoices to KCS may adversely impact KCS's project budget. As such, the final invoice from Subcontractor for any services provided or issued under this Subcontract must be received by KCS within sixty (60) days of completion of the work under this Subcontract. KCS RESERVES THE RIGHT TO DENY PAYMENT OF ANY INVOICE NOT SUBMITTED WITHIN THE REQUIRED TIMELINES DESCRIBED IN THIS PARAGRAPH. Subcontractor acknowledges that the provisions of this Section are fair and specifically acceptable.

**9.4. PAYMENT FOR MATERIALS.** Subcontractor may also include in its application a request for payment for materials delivered to the job site or to satisfactory storage facilities so long as the Main Contract allows for payment for such materials. In any event, such materials shall be stored at the sole risk and expense of Subcontractor until final acceptance of the Subcontract Work.

**9.5. FORM OF APPLICATION**. Applications for payment/progress billings must be in a form required by Contractor, and Contractor shall have the right to change the form and the information required at any time. All invoice must include the Subcontract No. and Project Name, and be submitted to the Project Manager and ap@knightconst.com. Contractor's acceptance of an application for payment shall not be considered acceptance of the work, nor shall it relieve Subcontractor from complying with its obligations with regard to the work for which payment is sought.

**9.6. CERTIFIED PAYROLLS**. Subcontractor shall submit Certified Payrolls Reports to Contractor and in accordance with State laws monthly to payroll@knightconst.com unless otherwise stated.

**9.7. RETAINAGE**. Contractor may withhold retainage from Subcontractor in the amount of 5% of the money earned by the Subcontractor or in such amount as Owner withholds from Contractor, as a trust fund for the satisfactory completion of the Subcontractor's contractual obligations. Unless otherwise provided by applicable law, the retainage will not accrue interest. Contractor will release retainage within sixty (60) working days of Contractor's receipt of its retainage from Owner or as required by state law where the project is located.

**9.8. WAIVERS AND RELEASES**. Subcontractor shall provide Contractor with partial lien and claim waivers, releases and affidavits on behalf of itself and all lower tier subcontractors and suppliers in a form acceptable to Contractor. Receipt and acceptance by Contractor of such waivers, releases and affidavits is an absolute condition precedent to Contractor's obligations to make progress or final payment to Subcontractor.

**9.9. RIGHT TO PAYMENT**. Subject to all other applicable terms in this Subcontract, Contractor shall pay Subcontractor the amount of its last approved application for payment within ten (10) working days after Contractor receives payment from Owner for such progress billing.

**9.10. PAYMENT AS TRUST FUNDS**. All payments to Subcontractor are trust funds for the payment of all sums owed by Subcontractor for labor, material, equipment, taxes, assessment, fees, penalties and all other charges pertaining to its work on the Project, and as such Subcontractor is a fiduciary for its employees, subcontractors, suppliers, and governmental entities to which taxes, assessments fees or penalties are owed, and shall pay them before it pays itself.

**9.11. WITHHOLDING PAYMENT**. Contractor may nullify any previously approved application for payment, withhold sums it deems reasonably necessary to protect itself from loss or damage, and take other steps reasonably necessary to protect itself (such as paying with joint checks) under the following circumstances:

9.11.1 Subcontractor's failure to perform the Subcontract Work as required;

9.11.2 Subcontractor's assignment or factoring of its accounts receivable;

9.11.3 Loss or damage arising out of or relating to this Subcontract caused by Subcontractor;

9.11.4 Subcontractor's failure to timely pay for labor, materials, equipment or supplies furnished in connection with the Subcontract Work, or it's failure to pay required taxes, fees, assessments or penalties;

9.11.5 Rejected, nonconforming or defective work which Subcontractor has not corrected within three (3) working days, or such other agreed time, after notification by Contractor;


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9.11.6 Delay in performance of the Subcontract Work such that it will not be complete within the Subcontract time, or the unpaid balance of the contract amount is insufficient to offset the liquidated or actual damages Contractor may sustain as a result of anticipated delay caused by Subcontractor;

9.11.7 Reasonable evidence exists that the unpaid subcontract amount is insufficient to cover the cost to complete or correct the Subcontract Work;

9.11.8 Third-party claims involving Subcontractor or reasonable evidence that such claims are likely; and

9.11.9 Subcontractor's failure to timely submit schedules, reports or submittals.

Withheld amounts shall not bear interest.

**9.12. FINAL PAYMENT**. Final payment shall not be due Subcontractor until: (a) Owner has accepted the Project; (b) ten (10) working days have elapsed from when Contractor received final payment; (c) Subcontractor has satisfied its contractual obligations; and (d) all other payment prerequisites in this Subcontract and the Main Contract have been satisfied (e.g., provision of lien waivers, affidavits of payment, etc.). Acceptance of final payment by Subcontractor shall operate as a full and final release by Subcontractor of any and all claims against the Contractor, its bonds, and the Project.

## SECTION 10
## WARRANTY

**10.1. SCOPE**. Subcontractor warrants that all materials and equipment furnished under this Agreement shall be new, unless otherwise specified, in good condition, and otherwise in conformance with the Contract Documents. Subcontractor further agrees to provide any special warranties required under the Main Contract.

**10.2. DURATION**. Subcontractor agrees to make good, at its own expense, all defects due to workmanship and/or materials furnished by Subcontractor irrespective of contract compliance when originally furnished, and all damage to other work resulting therefrom. This warranty shall extend the longer of the time period required in the main Contract or one year from the date of acceptance of the Project by the Owner. Subcontractor will defend, indemnify and hold Contractor harmless from all claims or demands for damages arising out of related to these warranty obligations.

**10.3. EXTENSION**. Should Subcontractor perform any corrective work within the warranty period, the warranty period shall be extended to its full duration commencing from the date when such corrective work was completed.

**10.4. REMOVAL OF LIENS**. Subcontractor will remove or cause to be removed any and all liens, bond or retainage claims of laborers, lower tier subcontractors and suppliers within five (5) calendar days after written demand by Contractor. If it fails to do so Contractor may take reasonable and necessary action to cause such lien to be removed, and charge Subcontractor for all related expenses. Subcontractor agrees to indemnify, defend and hold Contractor, Contractor's surety, Owner and the Project harmless from all such liens or claims.

## SECTION 11
## INSURANCE

**11.1. INSURANCE REQUIRED.** Subcontractor shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or for damage to property which may arise out of Subcontractor's work or by the work of any lower tier subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, Commercial General Liability, Excess Liability, Comprehensive Automobile Liability, including all owned, non-owned, and hired automobiles, Premises/Operations and Products/Completed Operations. Employers Liability and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Subcontractor shall procure, maintain and pay for Workers Compensation Insurance coverage under the laws of the state where the work is performed. Comprehensive Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles. If Subcontractor is to provide any service involving asbestos, lead abatement, or other pollutant, Subcontractor shall also provide insurance coverage for asbestos/lead paint abatement/removal or pollution. Minimum coverages and limits of liability for all insurance, shall be as specified in this section or if greater, the Main Contract.

**11.2. APPROPRIATE FORMS**. Commercial General Liability insurance shall be based on Insurance Services Office ISO Form CG 00 01 or its equivalent and shall confer a status or contain an endorsement (Form CG 2503, or equivalent), requiring that the general aggregate limit of liability shall apply to this Project. The coverage includes Blanket Contractual Liability insurance applicable to Subcontractor's indemnity obligations under this Subcontract. The coverages shall extend six years after substantial completion.

**11.3. ADDITIONAL INSURED ENDORSEMENT.** Subcontractor must obtain both a Broad Form Additional Insured Status using ISO Endorsement CG 2010 and CG 2037 or equivalent which includes completed operations coverage, as well as a Commercial Automobile Liability Policy, naming Contractor, Owner, and any other entity required by the Main Contract, as "additional insureds." The foregoing "additional insured" status or endorsements must also include coverage for liability arising out of (a) completed operations, (b)




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operations performed for Contractor or Owner by Subcontractor, (c) acts or omissions of Contractor or Owner in connection with general supervision of Subcontractor's operations, and (d) claims for bodily injury, death or property damage brought against Contractor or Owner by Subcontractor's employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of the work under the Main Contract. The Endorsements must state that Subcontractor's policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by additional insureds.

**11.4. BUILDER'S RISK POLICY**. If Builder's Risk or any other property insurance is provided by others, Contractor and Subcontractor waive all rights against each other and Owner, and agents or employees of any of them, separate contractors, and all other subcontractors for loss or damage to the extent covered by Builder's Risk or any other property or equipment insurance, except such rights as they may have to the proceeds of such insurance. Subcontractor shall be responsible for that portion of the Builder's Risk deductible which is proportionate to the loss or damage resulting from acts or omissions attributable to the Subcontractor. If Builder's Risk or any other property or equipment insurance is not provided by others under the Main Contract, the Subcontractor shall procure and maintain, at the Subcontractor's own expense, property and equipment insurance for portions of the Subcontract Work stored off the site or in transit.

**11.5. WORKER'S COMPENSATION**. Owner-operators are required to furnish Worker's Compensation certificates, notwithstanding any statutory exemptions. For states that do not require Worker's Compensation coverage, Owner/Operators shall elect into coverage under the Workers Compensation laws of the governing state. Owner/Operators shall file with the Industrial Insurance Commission a written declaration stating that the provisions of the Worker's Compensation laws shall apply to it and its surety. The effective date of such coverage shall be the data of commencement of work under this Subcontract. Owner/Operators shall make all payments as they become due and shall furnish evidence satisfactory to Contractor of the same. Should Owner/Operator choose to revoke its election of coverage, fail to furnish satisfactory evidence of payment, or fail to elect into Worker's Compensation coverage, payments for the same shall be deducted from the Subcontract amount or from monthly progress payments, due the Subcontractor at Contractor's sole election.

**11.6. LIMITS**. Subcontractor must carry insurance for the amounts specified below and must present current certificates of insurance and endorsements to Contractor prior to doing any work at the site. Insurance certificates must be based on 25S Accord Form or equivalent and must contain a provision that coverage will not be canceled or non-renewed, or restrictive modifications added, without thirty (30) days prior written notice to Contractor. The Certificates shall also delete any language which modifies or disclaims the Insurer's obligations to actually notify Contractor of any such cancellation, non-renewal, or modification. Subcontractor shall provide insurance with the following minimum coverage limits:

| | |
|---|---|
| *Worker's Compensation* | *Statutory Limits pursuant to the Laws of the State where the work is performed.* |
| *Employer's Liability* | *$1,000,000 each accident and each employee, limit by disease.* |
| *Commercial General Liability* | *$1,000,000 each occurrence; $2,000,000 Aggregate: if general aggregate limits of liability do not apply on a per project basis, aggregate limits shall be at least twice the occurrence limit; Deductible: not greater than $25,000.* |
| *Comprehensive Auto Liability* | *$1,000,000 each occurrence.* |
| *Asbestos Abatement/ Removal or Pollution Liability* | *$1,000,000 each occurrence; $2,000,000 aggregate; Required if Subcontractor is providing any service involving asbestos.* |
| *Professional Services Liability* | *$1,000,000 each occurrence; $2,000,000 aggregate; Required if Professional Services provided - In addition to insurance requirements listed above, Subcontractor shall provide professional Liability Coverage (i.e. Errors and Omission liability) with an acceptable carrier to Contractor in the amount of $1,000,000 which will be specific to this Project and will not be encumbered or reduced in value during the duration of Subcontract, except by claims or insurable events that may take place on this Project. Further, there shall be a 30-day written notice to Contractor of any reduction of coverage limits of liability for this policy. This policy shall have an extended reporting period of at least 24 months from the Substantial Completion of the Project. Subcontractor shall provide* |




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| | *a certificate of insurance naming Contractor as a certificate holder.* |
| *Umbrella/Excess Liability* | *$1,000,000, or greater limits if required in the main contract.* |

**11.7. FAILURE TO PROCURE INSURANCE**. If Subcontractor fails to secure and/or pay the premiums for any of the policies of insurance required herein, or fails to maintain such insurance, Contractor may, in addition to any other rights it may have under this Agreement or at law or in equity, terminate this subcontract or secure such policy or policies of insurance for the account of Subcontractor and charge Subcontractor for the premiums paid therefore, or withhold the amount thereof from sums otherwise due from Contractor to Subcontractor. Neither the Contractor's rights to secure such policy or policies nor the securing thereof by Contractor shall constitute an undertaking by Contractor on behalf of or for the benefit of Subcontractor or others to determine or warrant that such policies are in effect

**11.8. WAIVER OF SUBROGATION.** Contractor and Subcontractor waive all rights against each other and by and between the Subcontractor's lower tier subcontractors, suppliers, agents and employees for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Subcontract or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by Contractor or Owner as fiduciary. Subcontractor shall require its lower tier subcontractors and suppliers to similarly waive subrogation in writing in favor of each of the parties named herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

## SECTION 12
## FAILURE OF PERFORMANCE

**12.1. NOTICE TO CURE**. If the Subcontractor refuses or fails to supply enough properly skilled workers, proper materials, or maintain the Progress Schedule, or fails to make prompt payment to its workers, lower tier Subcontractors or suppliers, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Agreement the Subcontractor shall be in default of this Agreement. If the Subcontractor fails within three (3) days after written notification to commence and continue satisfactory correction of the default with diligence and promptness, then the Contractor without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies:

12.1.1 supply workers, materials, equipment, and facilities as the Contractor deems necessary for the completion of the Subcontractor's Work or any part which the Subcontractor has failed to complete or perform after written notification, and charge the cost, including reasonable overhead, profit, attorneys' fees, costs and expenses to the Subcontractor;

12.1.2 contract with one or more additional contractors to perform such part of the Subcontractor's Work as the Contractor determines will provide the most expeditious completion of the Work, and charge the cost to the Subcontractor as provided under Clause 12.1.1; and/or

12.1.3 withhold any payments due or to become due the Subcontractor pending corrective action in amounts sufficient to cover losses and compel performance to the extent required by and to all the satisfaction of the Contractor.

In the event of an emergency affecting the safety of persons or property, continued failure to perform, incompetency, or a need to maintain schedule exists, the Contractor may proceed as above without notice.

**12.2. FAILURE TO CURE**. If Subcontractor fails within three (3) working days after receiving written notice to cure to commence and satisfactorily continue correction of the defects, Contractor may, without further notice to Subcontractor, terminate this subcontract.

**12.3. ACTIONS UPON TERMINATION.** Upon Contractor's termination of this Subcontract, Contractor may, and without prejudice to any other rights or remedies:

12.3.1 Supply sufficient laborers, material and equipment to complete the work and charge Subcontractor accordingly, including a 15% markup for overhead and profit;

12.3.2 Contract with one or more other subcontractors to complete the work and back charge Subcontractor accordingly, including a 15% markup for overhead and profit; and/or

12.3.3 Withhold any payments due or to become due Subcontractor pending corrective action in amounts reasonably estimated as sufficient to cover potential losses.

**12.4. USE OF TOOLS AND EQUIPMENT**. Should Contractor take over the work, it may take possession of and use without cost all material, equipment and tools belonging to or under control of Subcontractor and shall not be liable for costs or depreciation for any damage occurring to said material, equipment or tools during reasonable use.



Knight Const. & Supply, Inc.
May 11, 2026
6543-26
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**12.5. ASSIGNMENT**. To secure its performance, Subcontractor assigns to Contractor all of its rights to lower tier subcontracts, purchase orders, lease agreements and other agreements entered into in connection with the Project, and appoints Contractor its attorney-in-fact to enforce said contracts according to their terms at Contractor's sole discretion. Such assignment shall be operative in the event of default by, or upon the termination of, Subcontractor. All lower tier subcontracts and other such agreements shall provide that the lower tier subcontractor consents to such assignment.

**12.6. WRONGFUL TERMINATION.** If any finder of fact determines that Contractor wrongfully terminated Subcontractor for default, then the default termination shall be converted to one for convenience and damages shall be calculated as provided in Section 13.

## SECTION 13
## TERMINATION FOR CONVENIENCE

Contractor may terminate all or any part of this Subcontract at any time for Contractor's convenience. If Owner has terminated Contractor for convenience, Subcontractor shall be paid the amount due and paid from Owner to Contractor for the Subcontract Work, less markup. Otherwise, Contractor shall pay Subcontractor for the work actually performed prior to termination in an amount proportionate to the Subcontract Price. Contractor shall not be liable to Subcontractor for any other costs or amounts, including prospective profits or unabsorbed overhead on Subcontract Work not performed.

## SECTION 14
## INDEMNIFICATION

**14.1. GENERAL RESPONSIBILITIES**. Subcontractor assumes responsibility for and agrees at the sole discretion of Contractor to defend, indemnify and hold Contractor, Contractor's Surety and Owner; hereinafter "Indemnitees") harmless from any and all claims, demands, damages, expenses, losses, fines, penalties or liabilities, including loss of use, arising from, resulting in any manner directly or indirectly from or connected with or in the course of the performance of the Subcontract Work or the Subcontract obligations or services, including without limitation claims of subcontractors and suppliers contracting with Subcontractor. Subcontractor's duty to defend Indemnitees shall not be apportioned or reduced in any way by the negligence or other fault of Indemnitees, or their employees or agents, or the fault or negligence of Subcontractor or its employees or agents, or any other third-party. Subcontractor's obligation to defend, indemnify and hold Indemnitees harmless shall include, but will not be limited to, attorney and expert fees, court costs, the reasonable hourly rate of Indemnitees' employees and all other claim-related expenses, to the fullest extent permitted by law, even though such claims may prove to be false, groundless, or fraudulent, subject only to the limitations provided below,

(a) Subcontractor's duty to indemnify and defend indemnitees shall not apply to liability for damages arising out of bodily injury to persons, damage to property, or services performed, caused by or resulting from the sole negligence of Indemnitees, or their agents or employees.

(b) If under the laws determined to be applicable to this paragraph, indemnification or defense of concurrent negligence is valid only to the extent of the negligence of Subcontractor, its agents or employees, then Subcontractor's duty to indemnify for liability for damage arising out of bodily injury to persons, damage to property, or services performed, caused by or resulting from the concurrent negligence of (i) Indemnitees, or their agents or employees, and (ii) Subcontractor or Subcontractor's agents or employees, shall apply only to the extent of negligence of Subcontractor or Subcontractor's agents or employees; except when negligence is not a requirement of liability.

**14.2. WAIVER OF WORKER'S COMPENSATION IMMUNITY.** For the purposes of these indemnification provisions only, Subcontractor specifically and expressly waives any immunity that may be granted it under the worker's compensation laws of any state; provided that such waiver shall be expressly limited to Subcontractor's indemnity obligations herein and shall not be intended as a benefit to any third party. Further, the indemnification obligation under this Subcontract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under worker's compensation acts, disability benefits acts, or other employee benefits acts.

**14.3. INDEMNIFICATION SURVIVES TERMINATION**. Subcontractor's indemnification obligations as stated herein shall extend to claims occurring after this subcontract agreement is terminated as well as while it is in force.

## SECTION 15
## DISPUTE RESOLUTION

**15.1. DISPUTE RESOLUTION**. If any dispute arises between the Parties regarding; (i) issues of interpretation of the Agreement, (ii) the Work applicable under the Agreement, (iii) claim for payments due, or (iv) the Work changed or added y Change Order or Work Authorization, the Parties shall first negotiate informally, in good faith, to resolve such dispute or claim. Such Informal negotiations will be conducted between representatives of each Party ("Representatives") and tier respective contracting officials.



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May 11, 2026
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**15.2. MEDIATION**. If the Representatives are unable to resolve the dispute after five (5) days of negotiations then, upon the written request of either Party, each of the Parties shall designate an officer; (i) to meet at a mutually convenient time and place to evaluate the positions or contention of each Party, and (ii) endeavor to negotiate a resolution of the dispute. If the dispute is not resolved in the meeting between the Parties' officers, either Party may request non-binding mediation ("Mediation) by written notice to the other Party. Within seven (7) calendar days after a request for Mediation from either Party, the Parties will select a mutually acceptable mediator and commence non-binding mediation. Each party will bear its own cost of Mediation and one-half the cost of the mediator. The venue of Mediation proceedings will be in Spokane, WA. If the Parties are unable to resolve the dispute after conclusion of Mediation, the all unresolved disputes may be resolved in a court of competent jurisdiction.

**15.3 ATTORNEYS' FEES**. If the Parties are unable to resolve the dispute through Mediation and said dispute is taken to court the substantially prevailing party in the dispute shall be awarded its attorneys' fees and costs, including all copying and other administrative costs incurred by the law firm, paralegal time, secretarial time, consultant fees and expert witness fees. If neither party wholly prevails, the substantially prevailing party is determined by the extent and relief afforded the parties without reference to which party in whose favor judgment is rendered.

**15.4 DUTY OF COOPERATION**. In the event either party is involved in a dispute to which the other is not a party, the parties agree to cooperate fully with the other party at no charge. Such cooperation shall include furnishing all requested witnesses, documents, statements, etc. requested by either party.

**15.5 CLAIMS ARISING FROM OWNER**. If Contractor is involved in a dispute either prosecuting or defending Subcontractor or the Subcontract Work, Subcontractor agrees to pay or reimburse Contractor for all reasonable fees and costs in connection therewith to the extent of Subcontractor's interest in the matter limited to the work contemplated by this Subcontract. With respect to claims by Subcontractor for which the Contractor believes the Owner is wholly or partially responsible, Subcontractor may, with Contractor to provide any necessary participation as deemed necessary by Subcontractor, prosecute the matter in the name of Contractor, and shall take full responsibility for preparation and presentation of the case, and the associated fees and costs.

**15.6 LIMITATIONS PERIOD**. Subcontractor must file a Summons and Complaint over any claims on back charges by Contractor or Contractor nonpayment within 120 days after substantial completion of the Project. Suits for nonpayment of retainage must be filed and served within 90 days after payment by Owner to Contractor or within 120 days after substantial completion, whichever is longer. This is an absolute condition precedent to maintaining an action in mediation or court.

**15.7. WORK CONTINUATION AND PAYMENT**. Unless otherwise agreed in writing, Subcontractor shall continue to perform in accordance with the Project Schedule during any dispute resolution proceeding.

**15.8. CONSEQUENTIAL DAMAGES WAIVER**. NOTWITHSTANDING ANY OTHER PROVISION OF THIS SUBCONTRACT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL (INCLUDING MULTIPLE OR PUNITIVE) OR OTHER INDIRECT DAMAGES THAT ARE CLAIMED TO BE INCURRED BY THE OTHER PARTY, WHETHER SUCH CLAIM ARISES UNDER CONTRACT, TORT (INCLUDING STRICT LIABILITY), OR OTHER THEORY OF LAW.

## SECTION 16
## MISCELLANEOUS

**16.1. NONDISCLOSURE.** Subcontractor agrees to protect and not disclose Contractor and Owner's confidential information, including, without limitation, pricing, work approach, drawings, or sensitive information recognized by the Federal Energy Regulatory Commission (FERC) and/or the North American Reliability Corporation (NERC) as confidential information.

**16.2. SUBCONTRACTOR AND SUB-TIER SUBCONTRACTORS.** Per WA State RCW 39.06.020 Contractor will verify responsibility criteria of Subcontractor (see attached Appendix 2, Subcontractor Responsibility form), and the Subcontractor will flowdown these requirements to all tiers that hire other subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, an elevator contractor license, if required by chapter 70.87 RCW, or a plumbing contractor license[,] if required by chapter 18.106 RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

**16.3. CHOICE OF LAW**. This Subcontract shall be considered to have been made in and shall be interpreted under the substantive laws of the State of Washington excluding any conflict of laws rule or principle that might refer the governance or the construction of this Subcontract to the law of another jurisdiction.

**16.4. VENUE**. The venue of any lawsuit arising out of this Subcontract or the Subcontract Work shall be in Spokane County, Washington.



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May 11, 2026
6543-26
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**16.5. SAVINGS CLAUSE**. The partial or complete invalidity of any one or more provisions of this Subcontract shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the balance of the provisions shall be considered reformed to reflect the intent of the parties to the greatest extent possible consistent with the law.

**16.6. TITLES**. The titles to the sections in this Subcontract are for reference only and shall not be relied upon or cited for any purpose.

**16.7. NO WAIVER**. The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Subcontract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

**16.8. CONTINUING OBLIGATIONS**. Termination either for default or convenience shall not relieve Subcontractor from obligations in connection with work performed prior to termination, nor shall it abrogate any provisions herein dealing with resolution of disputes.

**16.9. NO IMPLIED DUTIES.** Subcontractor expressly acknowledges and agrees that all of the obligations Contractor owes to Subcontractor are contained in the express written provisions of this Subcontract and that Contractor owes no implied duties or obligations to Subcontractor.

**16.10. INTEGRATION CLAUSE.** This Subcontract represents the final integrated understanding of the parties and shall supersede any prior proposals, offers, negotiations, revisions, unincorporated written communications or oral discussions, statements, representations or agreements.

**16.11. EXHIBITS**. This Subcontract incorporates by this reference any Appendices or Exhibits attached hereto or referred to herein.

**16.12. WRITTEN MODIFICATIONS**. No modification of this Subcontract and no waiver of any rights under this Subcontract shall be valid or binding on the parties unless the same be in writing signed by both parties.

## SECTION 17
## GOVERNMENT MANDATED CLAUSES

The following government mandated clauses apply to this subcontract, along any clauses set forth in included Appendices.

**17.1. PREVAILING WAGE.** If this subcontract is subject to prevailing wage requirements. Subcontractor assumes responsibility for all costs of prevailing wage compliance.

**17.2. EQUAL OPPORTUNITY CLAUSE.** The following Equal Opportunity Clause shall be included in each subcontract on a government project. During the performance of this contract, the subcontractor agrees as follows:

**17.2.1 Knight Const. & Supply Inc. is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

**17.2.2** The subcontractor will include the provisions of paragraph 2 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 subcontractor 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 subcontractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the subcontractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970




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**APPENDIX 1**

**SUBCONTRACTOR'S SAFETY QUESTIONNAIRE**

Name of Subcontractor:

Project:

Date: _____

1. List your firm's workers' compensation Interstate Experience Modification Rate for the three most recent years.

_____

2. Please use your last year's OSHA No. 300 Log to fill in:

   (a) Number of lost workday cases _____
   (b) Number of fatalities _____

3. Employee staff hours worked last year _____

4. Do you conduct project safety inspections? _____

   Yes ☐ No ☐ If yes, how often? _____

   and who conducts project safety inspections? _____

5. List key personnel planned for this project. Please list safety responsible person and his/her experience:

_____

6. Do you have a written Accident Prevention Program? Yes ☐ No ☐

7. Do you have an orientation program for new hires? Yes ☐ No ☐

8. Do you have a program for newly hired or promoted foremen? Yes ☐ No ☐

9. Do you hold craft "toolbox" safety meetings? Yes ☐ No ☐
   How often? Weekly ☐ Biweekly ☐ Monthly ☐
   Less often, as needed ☐

_____
Signature


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## APPENDIX 2
## SUBCONTRACTOR RESPONSIBILITY

**In accordance with WA STATE Law, the following responsibility verifications must be met for a subcontractor/supplier/service provider to be considered responsible and approved to the Work Site. To verify your responsibility go to each listed link below, and print and attach evidence of the following:**

1. If required by the business and scope type, certificate of registration in compliance with Chapter 18.27 RCW (**https://secure.lni.wa.gov/verify/**)
2. If required by the business type, industrial insurance coverage for the firm's employees working in Washington as required by Title 51 RCW. (**http://www.lni.wa.gov/IPUB/101-002-000.pdf**)
3. Employment security number as appropriate under Title 50 RCW (**https://www.esd.wa.gov/**)
4. State excise tax registration number as provided under Title 82 RCW (**http://dor.wa.gov/content/doingbusiness/registermybusiness/brd**)
5. Not disqualified from bidding on any public works contracts provided in RCW 39.06.010, 39.12.065, 49.46.005, 49.52 (**https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx**)
6. A current City Business License where applicable
7. If this is a federally funded project, the company is registered with the federal System of Award Management. (**www.SAM.gov**)


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**Construction with Integrity Since 1968**
WA License #KNIGHCS281ON

GENERAL CONTRACTORS
BUILDING SUPPLIES
Phone 1-509-276-2229
Fax 1-509-276-6055
2601 E. 6TH STREET
DEER PARK, WA 99006

May 11, 2026

City of Spokane Waste to Energy Facility

Bid – PW ITB Number 6543-26, Fab Ash Pan Off-Site, Remove and Dispose of Existing Ash Pan, and Install Fabricated Ash Pan.

**Re: Knight Const. & Supply, Inc.'s Additional Value Statement**

Knight Const. & Supply, Inc. (KCS) is pleased to submit this statement of added value. To provide the best value for the City of Spokane, KCS has partnered with General Kinematics (GK) to fabricate and install the new Waste to Energy (WTE) Ash Pan. The following narrative outlines the benefits this team brings beyond the City of Spokane's Project requirements. Under this proposal, KCS will serve as the general contractor and will complete all onsite work, while GK will serve as the fabricator and vibratory conveyor balancing expert. Together, KCS and GK will support commissioning and startup.

KCS's history at the WTEF and extensive firsthand experience with the ash pan system provide the team with a comprehensive understanding of the facility's operational needs. As the Original Equipment Manufacturer (OEM) GK brings valuable vibratory conveyor fabrication experience, system balancing expertise, and post installation support. Together, these strengths position the team to anticipate project challenges and deliver effective solutions.

The following list outlines the value-added services and assurances that KCS and GK will provide if awarded this contract. To be clear, all the items listed below are included in the submitted bid price.

1. GK has committed to providing an 18-month extended warranty on all new vibratory conveyor components, representing an estimated added value of approximately $25,000 to $50,000 to the City.
2. KCS shall work with GK's in-house engineering team to utilize conveyor balancing software to ensure the new system is fabricated in a manner that optimizes unit efficiency and prolongs service life.
3. KCS will utilize certified welders and certified weld inspector(s) throughout the vibratory conveyor installation to ensure all field welding is completed in accordance with KCS's high quality control standards. Resumes and certifications can be provided upon request.
4. GK to provide an onsite installation technician to assist with the onsite assembly of the vibratory conveyor. The GK install tech will provide immediate input on unforeseen challenges and expedite the conveyor balancing process to ensure KCS is able to install the conveyor within the

7-day work window, eliminating costly plant downtime. KCS estimates plant downtime could cost as much as $75,000 per day.

5. GK will provide two days of equipment commissioning and startup support to ensure the system is operating as designed, representing an estimated added value of approximately $20,000.
6. GK will provide two separate on-site vibration analysis and inspection visits. Each visit will be completed by a member of GK's field service or mechanical engineering team. The purpose of these analyses is to provide performance recommendations and help reduce maintenance costs, including costs associated with spring, rocker arm, and connection bolt replacement, potentially resulting in annual maintenance savings of up to $50,000. A full inspection report will be provided to the City after each site visit.
7. KCS and GK to provide a steel coating system that exceeds the project requirements by utilizing a Carboline Carbozinc primer coat and a Carboline 133 HB finish coat.

Thank you for the opportunity to be considered for this project. KCS and GK are confident that our combined experience, technical knowledge, and value-added commitments make our team uniquely qualified to successfully complete this work and support the City of Spokane's long-term operational goals.

Sincerely,

Knight Const. & Supply, Inc.



Ryan Reed
Field Operations Manager

## PAYMENT BOND

We, **KNIGHT CONST. AND SUPPLY, INC.**, as principal, and Western Surety Company, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVEN HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED TWENTY-FOUR AND NO/100 DOLLARS ($752,824.00)**, plus applicable tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **Fabricate Ash Pan Off-Site, Remove and Dispose of Existing Ash Pan, and Install Fabricated Ash Pan.** If the principal shall:

A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and

B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on May 27th, 2026.

**KNIGHT CONST. AND SUPPLY, INC.,**

AS PRINCIPAL

By: _____

Title: President

Western Surety Company,

AS SURETY

By: _____

Its Attorney in Fact, Jennifer Martinez Ibarra

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

STATE OF WASHINGTON )
) ss.
County of Spokane )

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

DATED: May 27th, 2026

Signature of Notary Public Stefanie Pickard

My appointment expires February 05, 2030

STEFANIE PICKARD
NOTARY PUBLIC
STATE OF WASHINGTON
COMM # 20004767
APPOINTMENT EXPIRES February 05, 2030

Approved as to form:

Assistant City Attorney

## PERFORMANCE BOND

We, **KNIGHT CONST. AND SUPPLY, INC.**, as principal, and Western Surety Company , as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVEN HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED TWENTY-FOUR AND NO/100 DOLLARS ($752,824.00)**, plus applicable tax for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **Fabricate Ash Pan Off-Site, Remove and Dispose of Existing Ash Pan, and Install Fabricated Ash Pan**. If the principal shall:

A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on May 27th, 2026

**KNIGHT CONST. AND SUPPLY, INC.**,
AS PRINCIPAL

By: _____
Title: President

Western Surety Company ,
AS SURETY

By: _____
Its Attorney in Fact , Jennifer Martinez Ibarra

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

STATE OF WASHINGTON )
) ss.
County of Spokane )

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

DATED on May 27th, 2026.

Signature of Notary Stefanie Pickard

My appointment expires February 05, 2030

Approved as to form:

Assistant City Attorney

STEFANIE PICKARD
APPOINTMENT EXPIRES
February 05, 2030
NOTARY
PUBLIC
COMM # 20004787
STATE OF WASHINGTON

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Jennifer Martinez Ibarra , Individually**

of Spokane, WA its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

**Surety Bond No:** 30251012
**Principal:** Knight Const. & Supply, Inc.
**Obligee:** City of Spokane

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031

K. WALSH NOTARY PUBLIC SOUTH DAKOTA

K. Walsh, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of May , 2026 .

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

Washington State Department of Revenue

Business Lookup

## License Information:

New search Back to results

**Entity name:** KNIGHT CONST. & SUPPLY, INC.

**Business name:** KNIGHT CONST. & SUPPLY, INC.

**Entity type:** Profit Corporation

**UBI #:** 600-074-664

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 2601 E 6TH ST
DEER PARK WA 99006-5381

**Mailing address:** 2601 E 6TH ST
DEER PARK WA 99006-5381

**Excise tax and reseller permit status:** Click here

**Secretary of State information:** Click here

## Endorsements

| Endorsements held at this location | License # | Count | Details | Status | Expiration date | First issuance date |
|---|---|---|---|---|---|---|
| Deer Park General Business | | | | Active | Jul-31-2026 | Sep-21-2020 |
| Kennewick General Business - Non-Resident | | | | Active | Mar-31-2027 | Mar-10-2026 |
| Millwood General Business - Non-Resident | | | | Active | Jul-31-2026 | Aug-10-2023 |
| Minor Work Permit | | | | Active | Jul-31-2026 | Jul-21-1995 |
| Spokane General Business - Non-Resident | T12001102BUS | | | Active | Jul-31-2026 | Oct-15-2012 |
| Spokane Valley General Business - Non-Resident | | | | Active | Jul-31-2026 | Nov-28-2022 |

## Owners and officers on file with the Department of Revenue

| Owners and officers | Title |
|---|---|
| KNIGHT, DAVID | |
| KNIGHT, DOUGLAS J | |

The Business Lookup information is updated nightly. Search date and time: 5/12/2026 9:42:35 AM

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KNIGCON-01 GHAYES

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/1/2026

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

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

| PRODUCER | CONTACT NAME: Cara Longinotti |
|---|---|
| Spokane Office<br>Marsh McLennan Agency LLC<br>501 N. Riverpoint Blvd., Ste 403<br>Spokane, WA 99202 | PHONE (A/C, No, Ext): (509) 363-4042 FAX (A/C, No):<br>E-MAIL ADDRESS: Cara.Longinotti@MarshMMA.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Cincinnati Insurance Company | 10677 |
| INSURER B : Cincinnati Indemnity Company | 23280 |
| INSURER C : Evanston Insurance Company | 35378 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED

Knight Const. & Supply, Inc.
2601 E 6th St
Deer Park, WA 99006

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | ENP 0587046 | 8/19/2025 | 8/19/2026 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | WA STOP GAP | $ 1,000,000 |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | X | X | ENP 0586986 | 8/19/2025 | 8/19/2026 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | ENP 0587046 | 8/19/2025 | 8/19/2026 | AGGREGATE | $ 1,000,000 |
| | DED X RETENTION $ 0 | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| C | Pollution/Prof Liab. | X | X | MMAENV005123 | 8/19/2025 | 8/19/2027 | Each Occurrence | 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Ash Pan Fabrication and Installation

**CERTIFICATE HOLDER**

City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201-3316

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE




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MarshMcLennan Agency

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# Certificate Disclaimer

Due to the evolving changes and updates in state legislation across the country, Marsh McLennan Agency Northwest will no longer be adding additional verbiage to the Description of Operations on a Certificate of Insurance. We will not add Additional Insured, Primary & Non-contributory or Waiver of Subrogation language. The only exception will be project or name(s), project number(s), project locations.

Instead, please see the attached endorsement copies that outline existing policy coverages. Coverage is determined by the policy, its terms and individual endorsements, and as established by the contract between the Named Insured and the Additional Insured.

Thank you,

Marsh McLennan Agency Northwest

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# Certificate Verbiage Statutes by State

1. Montana
    a. MCA 33-2-1403
    b. MT State Statute - Certificates of Insurance

2. Washington:
    a. WAC 284-30-355
    b. WA State Statute - Certificate of Insurance

3. Oregon:
    a. ORS 742.003
    b. OR State Statute - Certificates of Insurance

4. Idaho:
    a. 41-1850
    b. ID State Statute - Certificates of Insurance

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You**

**1. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

**a.** "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

**(1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**(2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

**b.** "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

**(1)** The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

**(2)** The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the “products-completed operations hazard”, this Paragraph **b.** does not apply to that person or organization.

**2.** If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

**a.** *Arising out of* your ongoing operations or *arising out of* "your work"; or


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**b.** By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

**3.** With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

**a.** The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**b.** Supervisory, inspection, architectural or engineering activities.

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

**4.** This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

**B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations**

**1. Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

**2.** With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

**a.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

**b.** "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**C.** The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

**1.** Only applies to the extent permitted by law; and

**2.** Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

**3.** Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

**D.** With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

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

**1.** Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

**2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**E. Section IV - Commercial General Liability Conditions** is amended to add the following:

**Automatic Additional Insured Provision**


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This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

**F.** Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

**When Other Additional Insured Coverage Applies On An Excess Basis**

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **Other Insurance**, **b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

**G.** The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

**Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

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

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

**Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

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

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

**H.** **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

**Waiver of Subrogation**

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Endorsement - Table of Contents:**


| Coverage: | Begins on Page: |
|---|---|
| **1. Employee Benefit Liability Coverage** | **2** |
| **2. Unintentional Failure To Disclose Hazards** | **8** |
| **3. Damage To Premises Rented To You** | **8** |
| **4. Supplementary Payments** | **10** |
| **5. Medical Payments** | **10** |
| **6. 180 Day Coverage For Newly Formed Or Acquired Organizations** | **10** |
| **7. Waiver Of Subrogation** | **10** |
| **8. Automatic Additional Insured - Specified Relationships:** | **10** |
| **(a) Managers Or Lessors Of Premises** | |
| **(b) Lessor Of Leased Equipment** | |
| **(c) Vendors** | |
| **(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises** | |
| **(e) Mortgagee, Assignee Or Receiver** | |
| **9. Property Damage To Borrowed Equipment** | **13** |
| **10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services** | **14** |
| **11. Broadened Notice Of Occurrence** | **14** |
| **12. Nonowned Aircraft** | **14** |
| **13. Bodily Injury Redefined** | **15** |
| **14. Expected Or Intended Injury Redefined** | **15** |
| **15. Former Employees As Insureds** | **15** |
| **16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage** | **15** |
| **17. Broadened Contractual Liability - Work Within 50' Of Railroad Property** | **17** |
| **18. Alienated Premises** | **17** |


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**B. Limits Of Insurance:**

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

**1. Employee Benefit Liability Coverage**

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

**3. Damage To Premises Rented To You**

The lesser of:
**a.** The Each Occurrence Limit shown in the Declarations; or
**b.** $500,000 unless otherwise stated $ _____

**4. Supplementary Payments**

**a.** Bail Bonds: $ 2,500
**b.** Loss Of Earnings: $ 500


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**5. Medical Payments**

Medical Expense Limit: $10,000

**9. Property Damage To Borrowed Equipment**

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

**16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage**

**Limits Of Insurance**
Voluntary Property Damage Coverage:
$1,000 Each Occurrence
$5,000 Aggregate
Care, Custody Or Control Liability Coverage:
$5,000 Each Occurrence unless otherwise stated $ _____

**Deductible Amount** (Each Occurrence)
Voluntary Property Damage Coverage: $250
Care, Custody Or Control Liability Coverage: $250 unless otherwise stated $ _____

| COVERAGE | PREMIUM BASIS<br>**(a)** Area<br>**(b)** Payroll<br>**(c)** Gross Sales<br>**(d)** Units<br>**(e)** Other | RATE<br>(For Limits in Excess of $5,000) | ADVANCE PREMIUM<br>(For Limits in Excess of $5,000) |
|---|---|---|---|
| Care, Custody Or Control Liability | | | **$** |
| | | **TOTAL ANNUAL PREMIUM** | **$** |

**C. Coverages**

**1. Employee Benefit Liability Coverage**

**a.** The following is added to **Section I - Coverages**:

**EMPLOYEE BENEFIT LIABILITY COVERAGE**

**(1) Insuring Agreement**

**(a)** We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

**1)** The amount we will pay for damages is limited as described in **C.** Coverages, **1.** Employee Benefit Liability Coverage, **c.** Limits Of Insurance of this endorsement; and

**2)** Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

**(b)** This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

**1)** Occurs during the policy period; or


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**2)** Occurred prior to the "first effective date" of this endorsement provided:

**a)** You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C.** Coverages, **1.** Employee Benefit Liability Coverage, **b.** Who Is An Insured, **(1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

**i)** Reports all, or any part, of the act, error or omission to us or any other insurer;

**ii)** Receives a written or verbal demand or claim for damages because of the act, error or omission; and

**b)** There is no other applicable insurance.

**(2) Exclusions**

This insurance does not apply to:

**(a) Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

**(b) Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

**(c) Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

**(d) Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

**(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any claim based upon:

**1)** Failure of any investment to perform;

**2)** Errors in providing information on past performance of investment vehicles; or

**3)** Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

**(f) Workers' Compensation And Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

**(g) ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.


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**(h) Available Benefits**

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**(i) Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

**(j) Employment-Related Practices**

Any liability arising out of any:

**1)** Refusal to employ;

**2)** Termination of employment;

**3)** Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

**4)** Consequential liability as a result of **1)**, **2)** or **3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

**(3) Supplementary Payments**

Section **I** - Supplementary Payments - Coverages **A** and **B** also apply to this Coverage, however **1.b.** and **2.** of the Supplementary Payments provision do not apply.

**b. Who Is An Insured**

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

**(1)** If you are designated in the Declarations as:

**(a)** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

**(b)** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

**(c)** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

**(d)** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

**(e)** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**(2)** Each of the following is also an insured:

**(a)** Each of your "employees" who is or was authorized to administer your "employee benefit program";

**(b)** Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

**(c)** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.


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**(3)** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

**(a)** Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

**(b)** Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

**c. Limits Of Insurance**

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

**(1)** The Limits of Insurance shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement and the rules below fix the most we will pay regardless of the number of:

**(a)** Insureds;

**(b)** Claims made or "suits" brought;

**(c)** Persons or organizations making claims or bringing "suits";

**(d)** Acts, errors or omissions; or

**(e)** Benefits included in your "employee benefit program".

**(2)** The Aggregate Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

**(3)** Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

**(a)** An act, error or omission; or

**(b)** A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

**(4) Deductible Amount**

**(a)** Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

**(b)** The Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

**(c)** The terms of this insurance, including those with respect to:

**1)** Our right and duty to defend the insured against any "suits" seeking those damages; and


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**2)** Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

**(d)** We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

**d. Additional Conditions**

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

**(1)** Item **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

**2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit**

**a.** You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

**(1)** What the act, error or omission was and when it occurred; and

**(2)** The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

**b.** If a claim is made or "suit" is brought against any insured, you must:

**(1)** Immediately record the specifics of the claim or "suit" and the date received; and

**(2)** Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

**c.** You and any other involved insured must:

**(1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

**(2)** Authorize us to obtain records and other information;

**(3)** Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

**(4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

**d.** No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

**(2)** Item **4.** Other Insurance is replaced by the following:

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when **c.** below applies. If this insurance


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

**b. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**c. No Coverage**

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

**e. Additional Definitions**

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

**(1)** The following definitions are added:

**1.** "Administration" means:

**a.** Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

**b.** Interpreting the "employee benefit programs";

**c.** Handling records in connection with the "employee benefit programs"; or

**d.** Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

**a.** Handling payroll deductions; or

**b.** The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

**2.** "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

**3.** "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

**a.** Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;


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**b.** Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

**c.** Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

**d.** Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

**4.** "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

**(2)** The following definitions are deleted in their entirety and replaced by the following:

**5.** "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

**18.** "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

**a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

**b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

**c.** An appeal of a civil proceeding.

**2. Unintentional Failure To Disclose Hazards**

**Section IV - Commercial General Liability Conditions, 6. Representations** is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

**3. Damage To Premises Rented To You**

**a.** The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in Section **III** - Limits Of Insurance.

**b.** The insurance provided under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

**(a)** "Property damage":


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**(i)** Assumed in any contract or agreement; or

**(ii)** Caused by or resulting from any of the following:

**1)** Wear and tear;

**2)** Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

**3)** Smog;

**4)** Mechanical breakdown, including rupture or bursting caused by centrifugal force;

**5)** Settling, cracking, shrinking or expansion;

**6)** Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

**7)** Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

**(b)** "Property damage" caused directly or indirectly by any of the following:

**(i)** Earthquake, volcanic eruption, landslide or any other earth movement;

**(ii)** Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

**(iii)** Water under the ground surface pressing on, or flowing or seeping through:

**1)** Foundations, walls, floors or paved surfaces;

**2)** Basements, whether paved or not; or

**3)** Doors, windows or other openings.

**(c)** "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

**(i)** You did your best to maintain heat in the building or structure; or

**(ii)** You drained the equipment and shut off the water supply if the heat was not maintained.

**(d)** "Property damage" to:

**(i)** Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

**(ii)** The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

**c. Limit Of Insurance**

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

**(1)** Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:

**6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:

**a.** While rented to you, or temporarily occupied by you with permission of the owner;

**b.** In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

**c.** In the case of damage by water, while rented to and occupied by you.

**(2)** The most we will pay is limited as described in Section **B.** Limits Of


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Insurance, **3.** Damage To Premises Rented To You of this endorsement.

**4. Supplementary Payments**

Under **Section I - Supplementary Payments - Coverages A and B**:

**a.** Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**b.** Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

**5. Medical Payments**

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B.** Limits Of Insurance, **5.** Medical Payments of this endorsement.

**6. 180 Day Coverage For Newly Formed Or Acquired Organizations**

**Section II - Who Is An Insured** is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

**a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

**7. Waiver Of Subrogation**

**Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

**8. Automatic Additional Insured - Specified Relationships**

**a.** The following is added to **Section II - Who Is An Insured**:

**(1)** Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

**(2)** Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

**(a) Managers Or Lessors Of Premises**

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

**(i)** Any "occurrence" which takes place after you cease to be a tenant in that premises;

**(ii)** Structural alterations, new construction or demolition operations performed by or on be-


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half of such additional insured.

**(b) Lessor Of Leased Equipment**

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**(c) Vendors**

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

**(i)** The insurance afforded the vendor does not apply to:

**1)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

**2)** Any express warranty unauthorized by you;

**3)** Any physical or chemical change in the product made intentionally by the vendor;

**4)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

**5)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

**6)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

**7)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or


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**8)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

**a)** The exceptions contained in Paragraphs **(c)(i)4)** or **6)** of this endorsement; or

**b)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

**(ii)** This insurance does not apply to any insured person or organization:

**1)** From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

**2)** When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

**(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises**

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

**(i)** The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

**(ii)** The construction, erection or removal of elevators; or

**(iii)** The ownership, maintenance or use of any elevators covered by this insurance.

**(e) Mortgagee, Assignee Or Receiver**

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.


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**(3)** The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

**(a)** Only applies to the extent permitted by law;

**(b)** Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

**(c)** Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

**b.** With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

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

**(1)** Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

**(2)** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**c. Section IV - Commercial General Liability Conditions** is amended to include the following:

**Automatic Additional Insured Provision**

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

**(1)** During the policy period; and

**(2)** Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

**d. Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4.** Other Insurance is amended to include:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

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

**(2)** You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**9. Property Damage To Borrowed Equipment**

**a.** The following is added to Exclusion **2.j.** Damage To Property under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

**b.** With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

**(1)** The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.**


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Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced**.** The Limits of Insurance shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

**(a)** Insureds;

**(b)** Claims made or "suits" brought; or

**(c)** Persons or organizations making claims or bringing "suits".

**(2) Deductible Clause**

**(a)** Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

**(b)** Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

**(c)** We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services**

Paragraph **2.a.(1)(d)** under Section **II** - Who Is An Insured does not apply to:

**1)** Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

**2)** Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

**11. Broadened Notice Of Occurrence**

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

**a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

**(1)** How, when and where the "occurrence" or offense took place;

**(2)** The names and addresses of any injured persons and witnesses; and

**(3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

**12. Nonowned Aircraft**

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

**a.** The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;


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**b.** The aircraft is rented with a trained, paid crew; and

**c.** The aircraft does not transport persons or cargo for a charge.

**13. Bodily Injury Redefined**

**Section V - Definitions, 3.** "Bodily injury" is replaced by the following:

**3.** "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

**14. Expected Or Intended Injury Redefined**

The last sentence of Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

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

**15. Former Employees As Insureds**

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

**2.** Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

**16. Voluntary Property Damage Coverage**

**a.** **Section I - Coverages** is amended to include the following:

**COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

**(1) Insuring Agreement**

**(a)** We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

**1)** Damage is caused by you; or

**2)** Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

**(b)** This insurance applies to "property damage" only if:

**1)** The "property damage" takes place in the "coverage territory"; and

**2)** The "property damage" occurs during the policy period.

**(2) Exclusions**

This insurance does not apply to "property damage" that would be excluded by Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, except for **j.** Damage To Property, Paragraphs **(3)**, **(4)**, **(5)** and **(6)**, **k.** Damage To Your Product, and **l.** Damage To Your Work.

**(3) Definitions**

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:


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**13.** "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

**17.** "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**b. Care, Custody Or Control Liability Coverage**

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

**(1)** Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, **j.** Damage To Property, Paragraphs **(3)**, **(4)** and **(5)** do not apply to "property damage" to the property of others described therein.

**(2)** It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

**(3)** "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

**c. Limits Of Insurance And Deductibles**

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

**(1)** The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

**(a)** Insureds;

**(b)** Claims made or "suits" brought; or

**(c)** Persons or organizations making claims or bringing "suits".

**(2)** **(a)** Subject to **(3)** below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

**(b)** The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

because of all "property damage" arising out of any one "occurrence".

**(3)** The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

**(4) Deductible Clause**


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**(a)** Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage. The limits of insurance will not be reduced by the application of such Deductible Amount.

**(b)** Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

**(c)** We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

**17. Broadened Contractual Liability - Work Within 50' Of Railroad Property**

**Section V - Definitions, 9.** "Insured contract" is amended as follows:

**a.** Paragraph **c.** is replaced by the following:

**c.** Any easement or license agreement;

**b.** Paragraph **f.(1)** is deleted in its entirety.

**18. Alienated Premises**

Exclusion **2.j.** Damage To Property, Paragraph **(2)** under Section **I -** Coverage **A -** Bodily Injury And Property Damage Liability does not apply if the premises are "your work".


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# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Designated Construction Project(s):** |
|---|
| ANY JOB SITE |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

**1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

**2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

**a.** Insureds;

**b.** Claims made or "suits" brought; or

**c.** Persons or organizations making claims or bringing "suits".

**3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

**4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

**1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

**2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

**C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because

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of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

**D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.


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# CinciPlus®
# BUSINESS AUTO XC+®
# (EXPANDED COVERAGE PLUS)
# ENDORSEMENT

This endorsement modifies insurance provided by the following:

**BUSINESS AUTO COVERAGE FORM**

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

**A. Blanket Waiver of Subrogation**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

**B. Noncontributory Insurance**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c.** is deleted in its entirety and replaced by the following:

**c.** Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

**C. Additional Insured by Contract**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

**1.** Executed prior to the accident causing "bodily injury" or "property damage"; and

**2.** Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

**D. Employee Hired Auto**

**1. Changes in Liability Coverage**

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**2. Changes in General Conditions**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance** is deleted in its entirety and replaced by the following:

**b.** For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

**(1)** Any covered "auto" you lease, hire, rent or borrow; and

**(2)** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.


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

**E. Audio, Visual and Data Electronic Equipment**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is amended by adding the following:

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

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

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

**c.** $2,500.

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

**a.** Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

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

**c.** An integral part of such equipment.

**F. Who is an Insured - Amended**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended by adding the following:

The following are "insureds":

**1.** Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

**2.** Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

**a.** Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

**b.** Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

**c.** Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

**d.** Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

**3.** Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

**G. Liability Coverage Extensions - Supplementary Payments - Higher Limits**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by:

**1.** Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

**2.** Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

**H. Amended Fellow Employee Exclusion**

**SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee** is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

**I. Hired Auto - Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

**1.** The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

**2.** The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

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


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**4.** Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

**J. Rental Reimbursement**

**SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

**1.** We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

**2.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

**a.** The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

**b.** 30 days.

**3.** Our payment is limited to the lesser of the following amounts:

**a.** Necessary and actual expenses incurred; or

**b.** $50 per day.

**4.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

**5.** We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

**K. Transportation Expense - Higher Limits**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by replacing $20 per day with $50 per day, and $600 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

**L. Airbag Coverage**

**SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a.** is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

**M. Loan or Lease Gap Coverage**

**1. SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

**a.** The most we will pay for "loss" in any one "accident" is the greater of:

**(1)** The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

**(a)** Overdue lease or loan payments;

**(b)** Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

**(c)** Security deposits not refunded by the lessor;

**(d)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

**(e)** Carry-over balances from previous loans or leases, or

**(2)** Actual cash value of the stolen or damaged property.

**b.** An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".


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2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

   "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

**N. Glass Repair - Waiver of Deductible**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible** is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

**O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

**P. Unintentional Failure to Disclose Hazards**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud** is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

**Q. Mental Anguish Resulting from Bodily Injury**

**SECTION V - DEFINITIONS, C. "Bodily injury"** is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

**R. Coverage for Certain Operations in Connection with Railroads**

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H.** "Insured contract", **1.c.** is deleted in its entirety and replaced by the following:

   **c.** An easement or license agreement;

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


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# CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PACKAGE POLICY**
**CLAIMS-MADE EXCESS LIABILITY COVERAGE PART**
**COMMERCIAL AUTO COVERAGE PART**
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**
**COMMERCIAL UMBRELLA LIABILITY COVERAGE PART**
**DENTIST'S PACKAGE POLICY**
**ELECTRONIC DATA LIABILITY COVERAGE PART**
**EXCESS LIABILITY COVERAGE PART**
**LIQUOR LIABILITY COVERAGE PART**
**OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART**
**POLLUTION LIABILITY COVERAGE PART**
**PRODUCTS/COMPLETED OPERATIONS COVERAGE PART**
**PRODUCT WITHDRAWAL COVERAGE PART**
**PROFESSIONAL LIABILITY COVERAGE PART**
**PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART**
**PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE**
**RAILROAD PROTECTIVE LIABILITY COVERAGE PART**
**UNDERGROUND STORAGE TANK POLICY**

**SCHEDULE**

Name and mailing address of person(s) or organization(s):
BLANKET WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

Number of days notice (other than nonpayment of premium): 30

**A.** If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.

**B.** If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.

**C.** If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

**D.** In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

# EVANSTON INSURANCE COMPANY

## ADVANTAGE CONTRACTOR'S POLLUTION LIABILITY PLUS COVERAGE FORM

**VARIOUS PROVISIONS IN THIS POLICY MAY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE THE INSURED'S RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.**

**THE PROFESSIONAL LIABILITY INSURING AGREEMENT, PROFESSIONAL LIABILITY RECTIFICATION EXPENSE INSURING AGREEMENT, AND DISCIPLINARY PROCEEDING LEGAL EXPENSE REIMBURSEMENT COVERAGE EXTENSION PROVIDE CLAIMS-MADE AND REPORTED COVERAGE AND REQUIRE THAT A CLAIM BE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD WE PROVIDE UNDER SECTION V - EXTENDED REPORTING PERIOD.**

**AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS WILL BE APPLIED AGAINST THE APPLICABLE SELF-INSURED RETENTION. ANY AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS IN EXCESS OF THE DEFENSE EXPENSES AGGREGATE LIMIT SHOWN IN THE DECLARATIONS WILL REDUCE THE LIMIT OF INSURANCE AVAILABLE.**

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The word "insured" means any person or organization qualifying as such under Section **III -** Who Is An Insured. The words "we", "us", and "our" refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section **VII -** Definitions.

### SECTION I - COVERAGES

#### A. Insuring Agreements

Although various Insuring Agreements may be referenced in this policy, an Insuring Agreement is included within this policy only if that Insuring Agreement is designated as purchased by an "X" in the Declarations.

**1.** The following Insuring Agreements apply only if the "pollution condition" that causes a "pollution loss" takes place in the "coverage territory". The amount we will pay is limited as described in Section **IV -** Limits Of Insurance And Self-Insured Retention.

**a. Contractor's Pollution Liability (Including Mold And Legionella)**

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" caused by a "pollution condition" to which this insurance applies, provided:

**(1)** The "pollution condition" arises out of "your work"; and

**(2)** The "bodily injury" or "property damage" occurs, or "cleanup costs" are incurred, during the policy period.

With respect to "bodily injury", "property damage", or "cleanup costs" caused by legionella, there must be a direct relation to a documented case of a legionella outbreak for coverage to apply.

**b. Transportation Pollution Liability**

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a "transportation pollution condition" to which this insurance applies, provided:

**(1)** The "transportation pollution condition" arises out of "transported cargo" that is transported, delivered, or shipped by you in a "covered conveyance" or by a "carrier" on your behalf; and

**(2)** The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

This coverage shall not be utilized to evidence financial responsibility of any insured under any federal, state, provincial, or local law.

**c. Non-Owned Disposal Site Liability**

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a "pollution condition" at, on, or under a "non-owned disposal site"; provided:

**(1)** Such “pollution condition” originates at a "non-owned disposal site";

**(2)** The "pollution condition" arises from waste or material generated by "your work"; and

**(3)** The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

**d. Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability**

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a sudden and accidental "pollution condition":

**(1)** At, on, or under a Designated Location shown in the Declarations; or

**(2)** Originating at and migrating from a Designated Location shown in the Declarations;

provided:

**(a)** The "pollution condition" is the result of an unforeseen, unplanned, or unexpected event or circumstance;

**(b)** The "pollution condition" commences during the policy period;

**(c)** The "pollution condition" is first discovered by any insured no later than 7 days after it commences;

**(d)** The insured reports the commencement of the "pollution condition" to us in writing no later than 21 days following its discovery by any insured; and

**(e)** The "claim" is first made during the policy period.

**e. Crisis Management And Emergency Response Costs**

We will indemnify you for:

**(1)** "Crisis management costs" you incur as a direct result of a "crisis management event", provided that the "crisis management event":

**(a)** Arises directly from a "pollution condition" that has resulted or is reasonably likely to result in a "pollution loss" covered under this policy;

**(b)** Commences during the policy period; and

**(c)** First becomes known to any "responsible insured" during the policy period and is reported to us in writing as soon as practicable, but in any event during the policy period or within 30 days after the end of the policy period.

We will pay those "crisis management costs" you incur even if coverage hereunder is still to be confirmed by us, but we will stop paying such "crisis management costs" as soon as it becomes evident, to either you or us, that this insurance does not apply. "Crisis management costs" are not subject to the Self-Insured Retention.

**(2)** "Emergency response costs" you incur in excess of the Pollution Liability Self-Insured Retention shown in the Declarations as a direct result of a "pollution condition" that occurs in the "coverage territory" and has resulted in a "pollution loss" covered under this policy.

**2.** The following Insuring Agreements apply only if the "wrongful act" takes place in the "coverage territory". The amount we will pay is limited as described in Section **IV -** Limits Of Insurance And Self-Insured Retention.

**a. Professional Liability**

**(1)** We will pay on behalf of the insured those sums in excess of the Professional Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "professional loss".

**(2)** This insurance applies to "professional loss" only if:

**(a)** The "wrongful act" takes place on or after the Professional Liability Retroactive Date, if any, shown in the Declarations and before the end of the policy period; and

**(b)** A "claim" is first made against any insured during the policy period and reported to us during the policy period or the Extended Reporting Period, if applicable.

**b. Professional Liability Rectification Expense**

Upon the Named Insured's submission to us of satisfactory written proof of payment, we will reimburse the Named Insured for "rectification expense" incurred in excess of the Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations with respect to any action to rectify or mitigate an actual, negligent act, error, or omission that would otherwise lead to a "claim" covered under this policy, provided that:

**(1)** The act, error, or omission giving rise to the "rectification expense" happens on or after the Professional Liability Rectification Expense Retroactive Date shown in the Declarations;

**(2)** The insured must provide us notice of the act, error, or omission and any proposed corrective action in writing as soon as practicable but in any event during the policy period or the Extended Reporting Period, if applicable; and

**(3)** All "rectification expenses" must be approved by us prior to being incurred by the insured.

If we and the insured do not agree that the insured's proposed rectification action is reasonable, we and the insured may agree to submit such dispute to any form of alternative dispute resolution acceptable to both parties. Should we and the insured be unable to agree on the form of alternative dispute resolution, then such dispute will be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction.

**B. Claims And Defense**

**1.** Solely with respect to Insuring Agreements **A.1.a.** Contractors Pollution Liability (Including Mold And Legionella), **A.1.b.** Transportation Pollution Liability, and **A.1.C.** Non-owned Disposal Site Liability under Section **I -** Coverages, coverage applies only if, prior to the policy period, no "responsible insured" knew that the "bodily injury", "property damage", or "cleanup costs" had occurred, in whole or in part. If any "responsible insured" knew, prior to the policy period, that the "bodily injury", "property damage", or "cleanup costs" occurred, then any continuation, change, or resumption of such "bodily injury", "property damage", or "cleanup costs" during or after the policy period will be deemed to have been known prior to the policy period.

"Bodily injury", "property damage", or "cleanup costs" which occur during the policy period and were not, prior to the policy period, known to have occurred by any "responsible insured", includes any continuation, change, or resumption of the "bodily injury", "property damage", or "cleanup costs" after the end of the policy period.

"Bodily injury", "property damage", or "cleanup costs" will be deemed to have been known to have occurred at the earliest time when any "responsible insured":

**a.** Reports all or any part of the "bodily injury", "property damage", or "cleanup costs" to us or any other insurer;

**b.** Receives a written or verbal demand or "claim" for "loss" because of the "bodily injury", "property damage", or "cleanup costs"; or

**c.** Becomes aware by any other means that the "bodily injury", "property damage", or "cleanup costs" have occurred or have begun to occur.

"Loss" because of "bodily injury" includes damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury".

**2.** Solely with respect to the Insuring Agreement **2.a.** Professional Liability, a "claim" by a person or organization seeking "loss" directly arising out of a "wrongful act" will be deemed to have been made at the earlier of when notice of such "claim" is received by any insured or by us.

All "claims" for "loss" arising out of the same, related, or continuous "wrongful act" will be considered a single "claim", and will be deemed to have been made and reported at the time the first of those "claims" is made against any insured.

Any reported "wrongful act" that subsequently becomes a “claim” made against the insured and reported to us in writing will be deemed to have been first made on the date that the written notice of the "wrongful act" was first reported to us and will be subject to all of the terms and conditions of this policy.

**3.** We will:

**a.** Have the right to investigate any "claim"; and

**b.** Have the right and duty to defend the insured against any "suit";

for "loss" to which this insurance applies.

However, we will have no duty to defend the insured against any "claim" seeking "loss" to which this insurance does not apply. We may, at our discretion, investigate any "pollution condition" or "wrongful act" and settle any "claim" that may result. But:

**(1)** The amount we will pay for "loss" is limited as described in Section **IV -** Limits Of Insurance And Self-Insured Retention; and

**(2)** Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, or supplementary payments.

**C. Supplementary Payments**

**1. Loss Of Earnings And Expense Reimbursement**

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

**a.** All expenses we incur.

**b.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to $5,000 a day because of time off from work.

**c.** All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

**d.** Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

**e.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Amounts paid under this Loss Of Earnings And Expense Reimbursement Supplementary Payment will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid under this Supplementary Payment will reduce the applicable Limits Of Insurance shown in the Declarations.

**2. Suit Against Indemnitee**

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

**a.** The "suit" against the indemnitee seeks "loss" for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

**b.** This insurance applies to such liability assumed by the insured;

**c.** The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by the insured in the same "insured contract";

**d.** The allegations in the "suit" and the information we know about the "pollution condition" or "wrongful act" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

**e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

**f.** The indemnitee:

**(1)** Agrees in writing to:

**(a)** Cooperate with us in the investigation, settlement, or defense of the "suit";

**(b)** Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "suit";

**(c)** Notify any other insurer whose coverage is available to the indemnitee; and

**(d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

**(2)** Provides us with written authorization to:

**(a)** Obtain records and other information related to the "suit"; and

**(b)** Conduct and control the defense of the indemnitee in such "suit".

As long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us, and necessary litigation expenses incurred by the indemnitee at our request will be paid as supplementary payments.

We may, at our option, appoint one counsel to defend all of the insureds and indemnitees of the insureds who are or may be involved with respect to such "suit".

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as supplementary payments ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, or supplementary payments, or the conditions or the terms of the agreement set forth above are no longer met.

Amounts paid under this Suit Against Indemnity Supplementary Payment will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid under this Supplementary Payment will reduce the Limits Of Insurance shown in the Declarations.

**3. Pre-Claim Investigation Expenses**

**a.** If, during the policy period, the insured first becomes aware of a specific "wrongful act' that is reasonably expected to result in a "claim" within the scope of this coverage, then the insured may elect to provide notice of a potential "claim" to us. Such notice to us shall be in writing, sent to us at the address shown in the claim reporting policyholder notice, and contain the following information:

**(1)** The description of the specific "wrongful act";

**(2)** The date on which such "wrongful act" took place;

**(3)** The damage which has or may result from such "wrongful act";

**(4)** The identity of any injured person or organization subject to such injury or damage; and

**(5)** The date and circumstances by which the insured first became aware of such "wrongful act".

**b.** If such written notice is received by us during the policy period, we may, at our sole option, choose to investigate the "wrongful act". Such an investigation will be at our expense and will not reduce the Limits Of Insurance or be subject to the Self-Insured Retention provisions until one of the following occurs:

**(1)** A "claim" results from the "wrongful act" under investigation; or

**(2)** We incur the Pre-Claim Investigation Expenses Limit shown in the Declarations in expenses arising from the investigation.

**c.** If a "claim" is made and reported to us, or once we incur the Pre-Claim Investigation Expenses Limit shown in the Declarations, any further payment will be considered "claims expense" and will reduce the applicable Limits Of Insurance and be subject to the Self-Insured Retention provisions of this insurance.

Any "claim" subsequently made against the "insured" arising out of such "wrongful act" will be deemed to have been first made on the date on which such written notice if first received by the company.

No coverage for pre-claim investigation expenses is provided by this Policy except as provided by this Paragraph **C.3.** Pre-Claim Investigation Expenses of Section **I -** Coverages.

**D. Coverage Extensions**

Although various Coverage Extensions are referenced in this policy, a Coverage Extension is included within this policy only if that Coverage Extension is designated as purchased by an "X" in the Declarations.

**1. Disciplinary Proceeding Legal Expense Reimbursement**

**a.** Upon the Named Insured's submission to us of satisfactory written proof of payment, we will reimburse the Named Insured for all reasonable and necessary legal fees and legal expenses incurred in response to a "disciplinary proceeding" against the Named Insured first initiated during the policy period or the Extended Reporting Period, if applicable, provided:

**(1)** The "wrongful act" giving rise to the "disciplinary proceeding" happens during the policy period and on or after the Professional Liability Retroactive Date shown in the Declarations; and

**(2)** Prior to the effective date of the first date of continuous coverage for this Coverage Extension with us, no "responsible insured" knew that such "wrongful act" had occurred, or any fact, circumstance, situation, or incident which would lead a reasonable person in the insured's position to conclude that a "claim" was likely.

**b.** The most we will reimburse the Named Insured under this Coverage Extension for legal fees or legal expenses as the result of any one "disciplinary proceeding" is the Each Disciplinary Proceeding Limit shown in the Declarations.

The most we will reimburse the Named Insured under this Coverage Extension for the sum of legal fees and legal expenses as the result of all "disciplinary proceeding" is the Aggregate Disciplinary Proceeding Limit shown in the Declarations.

The remaining legal fees or legal expenses are the sole responsibility of the Named Insured and do not reduce the Professional Liability Self-Insured Retention shown in the Declarations.

**c.** The Named Insured must provide to us written notice as soon as practicable of any "disciplinary proceeding" first initiated against the Named Insured during the policy period or the Extended Reporting Period, if applicable. In any event, such "disciplinary proceeding" must be reported to us no later than 60 days after the end of the policy period or the Extended Reporting Period, if applicable.

**d.** No reimbursement will be made for the Named Insured's payment of any taxes; criminal or civil fines, penalties, or sanctions; registration or licensing fees; or any monetary judgment, award, or settlement of any kind.

**2. Subpoena Assistance**

In the event that during the policy period:

**a.** The insured first receives a subpoena or a written request for the insured's records or files or notice of deposition relative to a "pollution condition" or a "wrongful act" in the performance of "your work"; and

**b.** The insured reports the receipt of such subpoena or written request to us within 30 days of such receipt and prior to a "claim" being first made against the insured arising out of such "pollution condition" or "wrongful act";

then we will pay on behalf of the insured up to the Subpoena Assistance Limit shown in the Declarations per policy period for reasonable and necessary legal fees and expenses incurred for engaging the services of legal counsel we select to assist the insured in responding to such subpoena or request.

Payments under these Coverage Extensions will be in addition to the General Aggregate Limit shown in the Declarations and not subject to the Self-Insured Retention.

**SECTION II - EXCLUSIONS**

**A.** With respect to all Insuring Agreements, Supplementary Payments, and Coverage Extensions, this insurance does not apply to:

**1. Contractual Liability**

"Loss" the insured is legally obligated to pay as damages as a result of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability:

**a.** That the insured would have in the absence of the contract or agreement; or

**b.** Solely with respect to coverage provided under Insuring Agreement **1.,** assumed in a contract or agreement that is an "insured contract", provided the "loss" occurs subsequent to the execution of the contract or agreement.

**2. Fines, Penalties, And Punitive Damages**

Any punitive damages, exemplary damages, multiplied damages, fines, or penalties. However, this exclusion does not apply to punitive or exemplary damages where insurable by law.

**3. Damage To Property**

"Property damage" in any way related to any real property or facility that is or was at any time owned, operated, or occupied by, or rented to you. However, this exclusion does not apply:

**a.** If the real property or facility is operated or occupied by you for the purpose of performing "your work"; or

**b.** To coverage provided under Insuring Agreements **A.1.d.** Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as purchased on the Declarations.

**4. Damage To Your Product Or Your Work**

"Property damage" to "your product" or "your work" or any part of "your product" or "your work". This exclusion does not apply:

**a.** If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or

**b.** To coverage provided under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense, if shown as purchased in the Declarations.

**5. Employer's Liability**

"Bodily injury" to:

**a.** An "employee" of the insured arising out of and in the course of:

**(1)** Employment by the insured; or

**(2)** Performing duties related to the conduct of the insured's business; or

**b.** The spouse, child, parent, brother, or sister of that "employee" as a consequence of such "bodily injury".

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury. However, this exclusion does not apply to liability assumed by the insured under an "insured contract".

**6. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of any "responsible insured".

**7. Impaired Property**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

**a.** A defect, deficiency, inadequacy, or dangerous condition in "your product" or "your work"; or

**b.** A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to:

**(1)** The loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use; or

**(2)** "Rectification expense" to the extent coverage is provided under Section **I** - Coverages, Paragraph **A.** Insuring Agreements, **2.b.** Professional Liability Rectification Expense.

**8. Insured Versus Insured**

Any "claim" made by or on behalf of an insured against any other insured. However, solely with respect to coverage provided under Insuring Agreement 1., this exclusion does not apply with respect to "claims" against you by any insured seeking coverage or indemnification pursuant to a written contract or agreement for a "claim" otherwise covered for "bodily injury", "property damage", or "cleanup costs".

**9. Intentional Acts**

"Loss" arising out of intentional, willful, or deliberate:

**a.** Injury to persons or property; or

**b.** Failure to comply with any permit, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental or public agency or body.

However, this exclusion does not apply to:

**(1)** An insured who did not commit, participate in, or have knowledge of any of the acts described above; or

**(2)** "Claim expenses" incurred until an allegation is determined through final and non-appealable adjudication.

**10. Known Circumstances Or Conditions**

"Loss" caused by, arising out of, or in any way involving:

**a.** A "pollution condition", including any subsequent continuation or resumption of or changes in such "pollution condition", that existed prior to the policy period and was known to any "responsible insured" at any time before the beginning of the policy period;

**b.** A fact, event, circumstance, or condition known by any "responsible insured" prior to the inception date of this policy where any "responsible insured" should have reasonably foreseen that such fact, event, circumstance, or condition could give rise to a "claim" under this policy; or

**c.** The rendering of or failure to render "professional services" prior to the inception date of this policy, if any "responsible insured" knew or should have reasonably foreseen that such rendering of or failure to render "professional services" could give rise to a "claim" under this policy.

**11. Nuclear Energy Liability**

"Loss":

**a.** With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of insurance;

**b.** Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

**(1)** Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

**(2)** The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or

**c.** Resulting from the "hazardous properties" of "nuclear material", if:

**(1)** The "nuclear material":

**(a)** Is at any "nuclear facility" owned by or operated by or on behalf of an insured; or

**(b)** Has been discharged or dispersed therefrom;

**(2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported, or disposed of by or on behalf of an insured; or

**(3)** The "loss" arises out of the furnishing by an insured of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any "nuclear facility", but if

such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion:

"Hazardous properties" includes radioactive, toxic, or explosive properties.

"Nuclear facility" means:

**a.** Any "nuclear reactor";

**b.** Any equipment or device designed or used for:

**(1)** Separating the isotopes of uranium or plutonium;

**(2)** Processing or utilizing "spent fuel"; or

**(3)** Handling, processing, or packaging "waste";

**c.** Any equipment or device used for the processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**d.** Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear material" means "source material", "special nuclear material", or "by-product material".

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material:

**a.** Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and

**b.** Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

**12. Other Enterprises**

"Loss" arising out of any business enterprise owned, operated, or managed by the insured or its parent company or any affiliate, successor, or assignee of such company not named in the Declarations. However, this exclusion does not apply to any person or organization who has controlling interest over you with respect to their liability arising out of their financial control over you or premises they own, maintain, or control while you lease or occupy such premises.

**13. Professional Services**

"Loss" arising out of any "wrongful act". This exclusion applies even if the "claim" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.

However, this exclusion does not apply to:

**a.** A "claim" in which you committed a "wrongful act" relating to improper or inadequate supervision, direction, or control of any subcontractors for which you are legally liable when such subcontractors are performing operations on your behalf at a job site; or

**b.** Coverage provided under Insuring Agreements **A.2.a.** Professional Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as purchased in the Declarations.

**14. Property Damage To Cargo**

"Property damage" to "transported cargo".

**15. Property Damage To Conveyances**

"Property damage" to any "auto", railcar, train, watercraft, or aircraft operated by or on behalf of any insured resulting from a "pollution condition" caused by "transported cargo". However, this exclusion does not apply to any "claim" brought by any "carrier" for "property damage" arising out of the insured's negligence.

**16. Vehicles**

"Loss" arising out of the ownership, maintenance, use, operation, or entrustment to others of any aircraft, "unmanned aircraft", "auto", or watercraft. Use includes "loading or unloading", but does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, "unmanned aircraft", "auto", or watercraft.

However, this exclusion does not apply to:

**a.** "Loading or unloading" within the boundaries of any location covered by this policy;

**b.** "Bodily injury" or "property damage" arising out of:

**(1)** The delivery of any liquid product into a wrong receptacle or to a wrong address; or

**(2)** The erroneous delivery of one liquid product for another by an "auto";

if the "bodily injury" or "property damage" occurs after such operations have been completed or abandoned at the site of such delivery.

Operations which may require further service, maintenance, correction, repair, or replacement of performance at the wrong address or because of any error, defect, or deficiency, but which are otherwise completed, will be deemed completed; or

**c.** Coverage provided under Insuring Agreement **A.1.b.** Transportation Pollution Liability, if shown as purchased in the Declarations.

**17. War**

"Loss", however caused, arising, directly or indirectly, out of:

**a.** War, including undeclared or civil war;

**b.** Warlike action by a military force, including action taken in the hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

**c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**18. Workers' Compensation And Similar Laws**

Any obligation of any insured under workers' compensation, disability benefits, unemployment compensation law, or any similar law.

**19. Your Products**

"Loss" arising out of "your product":

**a.** Designed, manufactured, sold, handled, distributed, altered, or repaired by you or by others trading under your name, any failure to warn, or any reliance upon a representation or warranty made at any time with respect thereto; or

**b.** Fabricated or installed by you, unless a "pollution condition" arises from the fabrication or installation of "your products" as part of "your work".

**B.** With respect to Insuring Agreement **A.2.,** Supplementary Coverages, and Coverage Extensions, this insurance does not apply to:

**1. Breach Of Contract**

"Claims" in any way involving an actual or alleged breach of contract, including, but not limited to, a breach of a written, express, oral, implied-in-law, or implied-in-fact contract.

**2. Employment Practices**

"Claims" arising out of the employment relationship or the nature, terms, or conditions of employment or any workplace tort brought by or on behalf of any "employee", former "employee", prospective "employee", independent contractor, or consultant of the insured including, but not limited to, the following:

**a.** Refusal to employ that person;

**b.** Termination of that person's employment; or

**c.** Employment-related practices, policies, acts, or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or malicious prosecution directed at that person.

**3. Executive Officer**

"Claims" arising out of your services or capacity as an executive officer, director, partner, trustee, or employee of a business enterprise not named in the Declarations.

**4. Express Warranties**

"Claims" arising out of any express warranties or guarantees.

**5. Financial Related Matters**

"Claims" arising out of any:

**a.** Liability or breach of any duty or obligation owed by you:

**(1)** In connection with the operation or administration of any health, pension, or employee benefit scheme, plan, trust, or fund, including but not limited to, violation or alleged violation of any related legislation or regulation such as the Employee Retirement Income Security Act of 1974, as amended; or

**(2)** Regarding the sale or purchase of any stocks, shares, or other securities, or the misuse of any information relating to them, including breach or alleged breach of any related legislation or regulation, including but not limited to the Securities Act of 1933 and Securities Exchange Act of 1934, both as amended; or

**b.** Breach of any fiduciary duty owed by you.

**6. Insurance Or Bonds**

"Claims" arising out of the advising of, requiring of, or failure to advise of or require, or failure to obtain or maintain, any form of insurance or surety bond.

**7. Intellectual Property Hazard**

"Claims" in any way involving any "intellectual property hazard", or any non-disclosure, non-compete, or non-solicitation agreement.

**8. Knowingly Wrongful Acts**

"Claims" arising out of any dishonest, fraudulent, criminal, malicious, intentional, or illegal "wrongful act" or knowingly "wrongful act" of any "responsible insured".

**9. Not Licensed As Required By Law**

"Claims" arising out of any acts or services performed by any insured that is not licensed or certified to perform such acts or services if such licensing or certification is required by law.

**10. Patents Or Trade Secrets**

"Claims" arising out of any:

**a.** Infringement or inducement of infringement of patent or trade secret or misappropriation of trade secrets or confidential or proprietary information relating to the Named Insured's business operations;

**b.** Unfair competition based upon infringement of copyright, patent, trademark, service mark, trade name, or trade secret;

**c.** The value of trade secrets, confidential processing methods, or other confidential or proprietary information; or

**d.** Any dispute related to ownership of any intellectual property.

**11. Prior Claims**

"Claims" first made against you prior to the inception of this coverage.

**12. Prior Notice**

"Claims" arising out of any fact, circumstance, or situation that has been the subject of any notice given prior to the policy period under any other policy of insurance or to any reinsurer, risk retention group or captive (or any other self-insurance plan or trust by whatsoever name), or insurance representative.

**SECTION III - WHO IS AN INSURED**

**A.** Each of the following is an insured under all Insuring Agreements, Supplementary Payments, and Coverage Extensions:

**1.** If you are designated in the Declarations as:

**a.** An individual, you and your spouse or "domestic partner" are insureds, but only with respect to the conduct of a business of which you are the sole owner.

**b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouse or "domestic partner" are also insureds, but only with respect to the conduct of your business.

**c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

**d.** A corporation or an organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

**2.** Any subsidiary company of yours and any company over which you have active control or majority ownership interest, or exercise management or financial control is a Named Insured with respect to the conduct of your business, provided:

**a.** You report all such entities to us within 180 days after you have acquired the organization; and

**b.** There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this policy.

However:

**(1)** Coverage is afforded only until the 180$^{th}$ day after you acquire the subsidiary or the end of the policy period, whichever is earlier; and

**(2)** Coverage does not apply to "loss" that first commences before you acquired the subsidiary.

**3.** Your "employees", other than either your "executive officers" (if you are a corporation or an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of "your work".

**4.** In the event of your bankruptcy, your trustees, and in the event of your death or incapacity, your legal representatives or executors, but only with respect to each such trustee's, representative's, or executor's vicarious liability resulting from "your work".

**5.** Any organization you newly form, including any partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured, if:

**a.** You have contractually agreed to provide insurance for such organization;

**b.** There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this policy; and

**c.** You report to us within 180 days after such formation that you acquired or formed the organization.

However:

**(1)** Coverage is afforded only until the 180th day after you form the organization or the end of the policy period, whichever is earlier; and

**(2)** Coverage does not apply to "loss" that first commences before you formed the organization.

**B.** Solely with respect to coverage provided under Insuring Agreements **A.1.a.** through **A.1.e.** and Supplementary Payments, each of the following is also an insured:

**1.** Any person or organization who has controlling interest over you, but only with respect to their liability arising out of their financial control over you or premises they own, maintain, or control while you lease or occupy those premises.

**2.** Any:

**a.** Person or organization with whom the insured has agreed to provide additional insured status in a written contract or agreement executed prior to the "pollution loss", but only with respect to liability for "pollution loss" arising out of "your work"; and

**b.** Other person or organization you are required to add as an additional insured under the written contract or agreement described in Paragraph **a.** above.

However, any insurance afforded to such additional insured:

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

**(2)** Will not be broader than that which you are required by the contract or agreement to provide for such insured; and

**(3)** Is limited to the lesser of the applicable Limits Of Insurance shown in the Declarations or the amount required by the written contract or agreement. This Paragraph **2.** does not apply to any person or organization specifically named as an additional insured in an endorsement attached to this policy.

## SECTION IV - LIMITS OF INSURANCE AND SELF-INSURED RETENTION

### A. Limits Of Insurance

**1.** The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of insureds, "claims" made, or persons or organizations making "claims".

**2.** The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of all "loss" and supplementary payments arising out of all "pollution conditions" and "wrongful acts" under all Insuring Agreements.

**3.** Subject to the General Aggregate Limit shown in the Declarations:

**a.** The Each Contractor's Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.a.** Contractor's Pollution Liability (Including Mold And Legionella) for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition".

**b.** The Each Transportation Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.b.** Transportation Pollution Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "transportation pollution condition".

**c.** The Each Non-Owned Disposal Site Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.C.** Non-Owned Disposal Site Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition" at a "non-owned disposal site".

**d.** The Each Sudden And Accidental Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.d.** Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition".

**e.** The Each Crisis Management And Emergency Response Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.e.** Crisis Management And Emergency Response Costs for the sum of all "crisis management costs " and "emergency response costs" arising out of any one "pollution condition".

**f.** The Each Wrongful Act Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.2.a.** Professional Liability for the sum of all "professional loss" and supplementary payments arising out of any one "wrongful act".

**g.** The Each Professional Liability Rectification Expense Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense for the sum of all "rectification expenses" arising out of any one "wrongful act". The remaining "rectification expenses" will be the sole responsibility of the Named Insured and do not reduce the Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations.

In the event a "claim" arises out of the same reported "wrongful act" for which the insured incurred "rectification expense", the limit available for payment of the "claim" will be the Each Wrongful Act Limit shown in the Declarations excess of the Professional Liability Rectification Expense Self-Insured Retention, minus the amount we reimbursed the insured for "rectification expense" under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense, subject to the General Aggregate Limit shown in the Declarations.

**4.** Amounts paid under Supplementary Payments **C.1.** Loss Of Earnings And Expense Reimbursement and **C.2.** Suit Against Indemnitee will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid as supplementary payments will reduce the applicable limits described in Paragraphs **2.** and **3.** above.

The limits of insurance of this policy apply separately to each policy period, unless the policy period is extended after issuance for an additional period. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

**B. Self-Insured Retention**

**1.** You agree to assume the:

**a.** Pollution Liability Self-Insured Retention shown in the Declarations with respect to the Insuring Agreements under Section **A.1.;**

**b.** Professional Liability Self-Insured Retention shown in the Declarations with respect to Insuring Agreement **A.2.a.;** and

**c.** Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations with respect to Insuring Agreement **A.2.b.**

Our obligation to pay "loss" or supplementary payments under this insurance and the applicable limit of insurance shown in the Declarations will apply in excess of the applicable Self-Insured Retention.

**2.** Regardless of whether or not there is any other insurance, whether or not collectible, applicable to a "claim", "pollution condition", or "wrongful act" within the Self-Insured Retention, you must make actual payment of the full Self-Insured Retention before the limits of insurance will apply. Compliance with this clause is a condition precedent for coverage under this insurance. We will make no payments of any type in the event you fail to comply with this clause.

**3.** You must not incur costs other than adjusting expenses without our written consent in the event of any "claim", "pollution condition", or "wrongful act" which appears likely to exceed the applicable Self-Insured Retention.

**4.** We have the right in all cases to assume control of the investigation, defense, and settlement of any "claim", "pollution condition", or "wrongful act" to which this insurance applies. When we exercise this right, the following apply:

**a.** You will remain responsible for the cost of all "loss" and supplementary payments within the applicable Self-Insured Retention;

**b.** At our request, you will advance to us any portion of the applicable Self-Insured Retention that we deem reasonable to pay for any "claim", "pollution condition", or "wrongful act";

**c.** If you have paid to us all or part of the applicable Self-Insured Retention and the total amount of the "loss" and supplementary payments that we pay for that "claim", "pollution condition", or "wrongful act" is less than the applicable Self-Insured Retention, then we will reimburse you the amount you paid in excess of the amount we pay; and

**d.** We will have the sole and absolute right to settle the "claim" for any amount we deem reasonable, including any amount within the Self-Insured Retention. Although we agree to attempt to advise and consult with you prior to making any settlement, we will have no obligation to obtain your consent or the consent of any other insured to any settlement we make that requires payment from you of any amount within the Self-Insured Retention. You and any other insured hereby waive any claim or defense against us resulting from our entering into any such settlement without your approval.

**C. Multiple Insureds, Claims, And Claimants**

The inclusion herein of more than one insured in any "claim" or the making of "claims" by more than one person or organization will not operate to increase the Limits Of Insurance shown in the Declarations. More than one "claim" arising out of a single "pollution condition" or "wrongful act" will be treated as a single "claim". Such single "claim" will be deemed first made on the date on which the earliest "claim" arising out of such "pollution condition" or "wrongful act" is made or, with respect to written notice given to and accepted by us, on the date within the policy period on which such written notice of potential "claim" is first received by us.

**SECTION V - EXTENDED REPORTING PERIOD**

For the applicable claims-made coverages, the following applies:

**A.** We will provide one or more Extended Reporting Periods, as described below, if:

**1.** Claims-made coverage provided by this policy is canceled or not renewed; or

**2.** We renew or replace the claims-made coverage provided by this policy with insurance that:

**a.** Has a Retroactive Date later than the date shown in the Declarations; or

**b.** Does not apply to "professional services" coverage on a claims-made basis.

The quotation of a different premium, deductible, or limit of insurance for renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.

**B.** The Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to injury from acts, errors, or omissions that occur before the end of the policy period but not before the applicable Retroactive Date shown in the Declarations, provided a "claim" for such injury is first made during the Extended Reporting Period.

Once in effect, the Extended Reporting Period may not be canceled.

C. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 60 days.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

**D.** An Optional Extended Reporting Period is available, subject to Paragraph **E.** below, but only by an endorsement and for an extra charge. This Optional Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph C. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

**1.** The exposures insured;

**2.** Previous types and amounts of insurance;

**3.** Limits of insurance available under this policy for future payment of "professional loss"; and

**4.** Other related factors.

This endorsement will set forth the terms, not inconsistent with this section, applicable to the Optional Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Optional Extended Reporting Period starts.

**E.** We do not have to provide an Optional Extended Reporting Period if:

1. There is any failure to pay any outstanding premiums when due;
2. Any insured fails to repay any self-insured retention amount we have paid;
3. Any insured has purchased any other insurance to replace the insurance provided under this endorsement; or
4. The application for this policy, including any addenda thereto, contains any material misrepresentation of fact.

**F.** The Extended Reporting Period will not reinstate or in any way increase the Limits Of Insurance shown in the Declarations.

**SECTION VI - CONDITIONS**

**A. Assignment**

This insurance may not be assigned without our prior consent, which consent will not be unreasonably withheld or delayed. Assignment of interest under this insurance will not bind us until our consent has been endorsed hereon.

**B. Bankruptcy**

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations or increase our liability under this policy.

**C. Cancellation Or Nonrenewal**

1. This policy may be canceled by you by surrender thereof to us or any of our authorized representatives or by mailing to us written notice stating when thereafter the cancellation will be effective.
2. If we decide to cancel or not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of cancellation or nonrenewal not less than:
   a. 10 days prior to cancellation if we cancel for non-payment of premium;
   b. 90 days prior to cancellation if we cancel for material misrepresentation or material change in risk covered by this policy; or
   c. 60 days prior to nonrenewal.
3. If we cancel this policy for a reason listed in Paragraph **b.(2)** above, we will provide written notice of cancellation to any person or organization who has been issued a certificate of insurance under this policy stating when, not less than 90 days from the date of such notice, cancellation will become effective, but only if:
   a. Cancellation is for reasons other than nonpayment of premium or self-insured retention reimbursement;
   b. You are required by written contract to provide the additional insured with such notice; and
   c. You provide us with a list of the applicable additional insureds, including their complete mailing addresses, within 7 days of our request.
4. If notice is mailed, proof of mailing is sufficient proof of such notice.

**D. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations will act on behalf of all insureds for the receipt and acceptance of any endorsement issued by us to form a part of this policy. This policy's terms and conditions can be amended or waived only by endorsement issued by us and made a part of this policy. Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or change in any part of this policy or estop us from asserting any right under the terms and conditions of this policy.

**E. Choice Of Law**

Unless otherwise expressly endorsed in this policy, the laws of New York, without giving effect to its conflicts of law principles, governs all matters arising out of or relating to this policy and all of the transactions it contemplates including, without limitation, its formation, validity, interpretation, construction, performance, and enforcement.

**F. Currency Provision**

The limits of insurance, self-insured retention amount, and premiums shown in this policy are in United States currency. Any payments by us or you will be in United States currency.

**G. Duties In The Event Of A Pollution Condition, Claim, Or Wrongful Act**

1. You must see to it that we are notified as soon as practicable in writing of a "pollution condition" or "wrongful act". To the extent possible, notice must contain:

   a. How, when, and where the "pollution condition" or "wrongful act" took place;

   b. The names and addresses of any claimants, injured persons, and witnesses;

   c. The nature and location of any injury or damage arising out of the "pollution condition" or "wrongful act";

   d. The date and details of "your work" that may have caused the "pollution condition" or "wrongful act";

   e. Copies of any contracts that have been entered into by any insured that are related to "your work" performed or "professional services" rendered; and

   f. Details explaining how the insured first became aware of the “pollution condition” or "wrongful act".

2. Any reported "wrongful act" that subsequently becomes a “claim” made against the insured and reported to us in writing will be deemed to have been first made on the date that the written notice of the "wrongful act" was first received by us and will be subject to all of the terms and conditions of this policy.

3. If a "claim" is made against any insured:

   a. You must record and notify us as soon as practicable in writing of the specifics of the "claim" and the date received; and

   b. You and any other involved insured must:

      (1) Send us copies as soon as practicable of any demands, notices, summons, or legal papers received in connection with the "claim";

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation, settlement, or defense of the "claim"; and

      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent. However, written consent is not required with respect to:

   a. "Crisis management costs" that have been reported in accordance with Insuring Agreement **A.1.e.** Crisis Management Or Emergency Response Costs; or

   b. "Emergency response costs" that have been reported and approved by us or our appointed representative by use of the emergency response hotline.

5. Notice to your insurance agent or broker does not constitute notice to us for purposes of the receipt of notice.

**H. Inspections And Surveys**

1. We have the right to:

   a. Make inspections and surveys at any time;

   b. Give you reports on the conditions we find; and

   c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports, or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

   a. Are safe or healthful; or

   b. Comply with laws, regulations, codes, or standards.

3. Paragraphs **a.** and **b.** of this condition apply not only to us but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports, or recommendations.

**4.** Paragraph **b.** of this condition does not apply to any inspections, surveys, reports, or recommendations we may make relative to certification, under state or municipal statutes, ordinances, or regulations, of boilers, pressure vessels, or elevators.

**I. Legal Action Against Us**

No person or organization has a right under this policy:

**1.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

**2.** To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "losses" that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

**J. No Duplication Of Coverage**

Only one Insuring Agreement will apply to the same "pollution condition". In the event that more than one Insuring Agreement can apply to the same "pollution condition", then the only Insuring Agreement that will apply will be that Insuring Agreement under which we have accepted coverage or that Insuring Agreement that has been held to apply to such "pollution condition".

However, this condition does not apply to Insuring Agreement **A.1.e.** Crisis Management And Emergency Response Costs.

**K. Other Insurance**

If other valid and collectible insurance is available to the insured for "loss" we cover under this policy, our obligations are limited as follows:

**1. Primary Insurance**

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. In that case, we will share with all such other insurance by the method described in Paragraph **c.** below.

**2. Excess Insurance**

**a.** This insurance is excess over:

**(1)** Any other insurance, whether primary, excess, contingent, or on any other basis, if you are an insured on an insurance policy that applies to "your work" performed at a specific job site and that insurance policy applies to a specific job site;

**(2)** Any other valid and collectible insurance available to you covering liability for "loss" arising out of "your work" or "professional services", including that work or "professional services" for which you have been added as an additional insured by an endorsement, by definition in a contract or agreement, or by combination thereof; or

**(3)** Any other valid and collectible insurance available to any person or entity performing functions for others on your behalf as defined in "your work" or "professional services" in this policy.

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

**c.** When this insurance is excess over other insurance, we will pay only our share of the amount of the "loss", if any, that exceeds the sum of:

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

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

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

**3. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the "loss" remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**4. Primary And Non-Contributory Insurance**

Regardless of Paragraphs **1.** through **3.** above, this insurance is primary to, and will not seek contribution from:

**a.** Any other insurance available to any additional insured with whom you agree in a written contract or agreement to provide insurance on a primary and non-contributory basis;

**b.** Any other insurance available to any additional insured specifically named in an endorsement attached to this policy as an additional insured on a primary and non-contributory basis; or

**c.** Other valid and collectible insurance available, with respect to a "claim" covered under Insuring Agreement **A.1.b.** Transportation Pollution Liability.

**L. Premium Audit**

**1.** We will compute all premiums for this policy in accordance with our rules, rates, rating plans, and minimum premium requirements.

**2.** Premium shown as Advance And Deposit Premium in the Declarations is a deposit premium only. At the close of each audit period, we will compute earned premium for that period. All audit premiums are due and payable on notice to the first Named Insured.

**3.** The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

**M. Premiums**

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

**N. Representations**

By accepting this policy, you agree:

**1.** The statements in the applications, other materials submitted to us, and Declarations are accurate and complete;

**2.** Those statements are based upon representations you made to us; and

**3.** We have issued this policy in reliance upon your representations.

**O. Separation Of Insureds**

Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first Named Insured shown in the Declarations, this insurance applies:

**1.** As if each Named Insured were the only Named Insured; and

**2.** Separately to each insured against whom a "claim" is made.

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

If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after "loss" to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

However, we waive any right of recovery we may have against any person or organization with whom the insured has agreed in a written contract or agreement to provide a waiver of transfer of rights of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract with that person or organization. But this waiver does not apply to any person or organization specifically named in an endorsement attached to this policy which waives our rights of subrogation and recovery.

**Q. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our prior written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**R. Waiver Of Self-Insured Retention Upon Successful Mediation**

The self-insured retention will be waived, up to a maximum of $10,000, if:

**1.** A "claim" has not entered into litigation;

**2.** We and you mutually agree to "mediation" as a means to settle a "claim" made against the insured; and

**3.** Such "claim" is settled as a direct result of the "mediation" and within 30 days of the end of the "mediation".

When this occurs, we will not seek reimbursement from you for any qualifying self-insured retention amount we pay prior to the "mediation".

**SECTION VII - DEFINITIONS**

**A.** "Auto" means a land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment.

**B.** "Bodily injury" means physical injury, sickness, disease, mental anguish, or emotional distress sustained by any person, including medical monitoring, loss of services, or death resulting from any of these at any time.

**C.** "Cargo" means waste, products, or materials carried or delivered by a "covered conveyance".

**D.** "Carrier" means a person or an entity, other than any insured or any subsidiary or affiliate company of any insured, engaged by the insured to transport material by aircraft, "auto", or watercraft, but only if such person or entity is properly licensed to transport such material and in the business of transporting such material.

**E.** "Claim" means the insured's or our receipt of:

**1.** A written demand for "loss"; or

**2.** The service of "suit" or institution of arbitration proceedings against the insured.

However, "claim" does not include any "disciplinary proceeding".

**F.** "Cleanup costs" means reasonable and necessary expenses incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, disposal, remediation, detoxification, or neutralization of, or response to any "pollutants":

**1.** To the extent required by federal, state, local, or provincial laws, including, but not limited to, statutes, rules, ordinances, guidance documents, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, governing the liability or responsibilities of the insured; or

**2.** Which have been actually incurred by the government or any political subdivision of the United States of America or any state thereof, or by third parties.

"Cleanup costs" includes "restoration costs".

**G.** "Completed operations" means "your work" that has been completed. "Completed operations" does not include "your work" that has been abandoned or has not yet been completed. "Your work" will be deemed completed at the earliest of the following times:

**1.** When all work to be performed under the contract has been completed;

**2.** When all of the work to be done at the site has been completed if the contract calls for work at more than one site; or

**3.** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. "Your work" that may require further service, maintenance, correction, repair, or replacement, but is otherwise complete, will be deemed completed.

**H.** "Coverage territory" means:

**1.** The United States of America and its territories or possessions; and

**2.** International waters or airspace, but only if the "loss" occurs in the course of travel or transportation between any places included in Paragraph **1.** above.

**I.** "Covered conveyance" means any conveyance operated by or on behalf of an insured used for transporting property.

**J.** "Crisis management consultant" means a professional firm or consultant that provides crisis management services and has been approved in writing by us, the approval for which will not be unreasonably withheld.

**K.** "Crisis management costs" means those reasonable and necessary fees and expenses:

**1.** Incurred by you within 90 days after the "crisis management event" is discovered by you and is thereafter approved by us in writing; and

**2.** For services provided to you by a "crisis management consultant" for the sole purpose of assisting you with:

**(a)** Managing the media in direct response to a "crisis management event" to which this insurance applies; or

**(b)** Minimizing the economic harm to you caused by a "crisis management event" to which this insurance applies by consulting with you with respect to maintaining and restoring your company’s public image or reputation.

You must take reasonable steps to minimize "crisis management costs".

**L.** "Crisis management event" means the public announcement by a third party that a "pollution condition" for which you are legally responsible has caused:

**1.** "Bodily injury" involving third parties; or

**2.** "Property damage", but only to the extent resulting in actual physical damage to real property owned by third parties;

provided that one of your "executive officers" has proffered, at our sole discretion, a good faith opinion that the public announcement or accusation has caused or is reasonably likely to cause economic harm to, or a material adverse effect on, your company's image or goodwill.

**M.** "Disciplinary proceeding" means the insured’s receipt of any proceeding by a United States of America domiciled regulatory body, disciplinary board, or governmental agency, any of which has the authority to investigate charges of professional misconduct in the performance of "professional services"; however, "disciplinary proceedings" will not include any criminal proceeding.

**N.** "Domestic partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law.

**O.** "Emergency response costs" means reasonable and necessary costs incurred to mitigate a "pollution condition" constituting an emergency situation under applicable law whereby in the absence of such mitigation:

**1.** "Bodily injury" or "property damage" to third parties is imminent; or

**2.** "Cleanup costs" pursuant to environmental law are incurred.

**P.** "Employee" includes temporary and leased staff working on your behalf and under your direct supervision, but only with respect to "your work".

**Q.** "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.

**R.** "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

**1.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate, or dangerous; or

**2.** You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment, or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

**S.** "Insured contract" means:

1. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or

2. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

**T.** "Intellectual property hazard" means:

1. Infringement, in any manner, of a copyright, patent, trademark, service mark, trade dress, title or slogan, service name, trade name, or copyright joint ownership, or other intellectual property rights;

2. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, services, or claims;

3. Piracy or unfair competition;

4. Oral or written publication, in any manner, of material that violates a person's right to privacy;

5. The use of another's style of doing business, intellectual property, trade secrets, or market share agreements;

6. The use of another's advertising idea in your advertisement;

7. Violations of the Lanham Act (15 USC §1051-1141N); and

8. Violations of the Computer Fraud and Abuse Act (CFAA) (18 USC §1030), including violations of any regulations implementing the CFAA, and any similar state or federal law or regulation.

**U.** "Interrelated wrongful acts" means any "wrongful acts" that have as a common connection or nexus any fact, circumstance, situation, event, cause, transaction, or series of facts, circumstances, situations, events, causes, or transactions.

**V.** "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto a vehicle;

b. While it is in or on a vehicle; or

c. While it is being moved from a vehicle to the place where it is finally delivered.

**W.** "Loss" means "pollution loss" or "professional loss".

**X.** "Mediation" means the voluntary process in which an objective third party, who is a qualified professional mediator selected by the parties to the "claim" with our written agreement, intervenes between the parties to promote settlement of a "claim". "Mediation" does not include litigation, arbitration, or court mandated proceeding.

**Y.** "Mold" means any permanent or transient fungus, mold, mildew, or mycotoxin or any of the spores, scents, or by-products produced or released by fungus.

**Z.** "Natural resource damages" means physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States of America, any state or local government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

AA. "Non-owned disposal site" means a location you use for the treatment, storage, or disposal of waste or material, provided the "non-owned disposal site":

1. Is not managed, operated, owned, or leased by any insured or any subsidiary or affiliate of any insured;

2. Is permitted or licensed by the applicable federal, state, local, or provincial authorities to accept such waste or material as of the date the waste or material is treated, stored, or disposed of at the "non-owned disposal site"; and

3. Is not listed on a proposed or final Federal National Priorities List or any state or provincial equivalent National Priorities List, Superfund, or Hazardous Waste List prior to the treatment, storage, or disposal of the waste or material at the "non-owned disposal site".

**BB.** "Pollutants" means any solid, liquid, gaseous, thermal, biological, or low-level radioactive substance, material, or matter, irritant, or contaminant, including, but not limited to, electromagnetic frequency, smoke, vapor, soot, silt, sedimentation, fumes, acids, alkalis, chemicals, or waste. Waste includes medical waste and all other materials to be disposed of, recycled, stored, reconditioned, or reclaimed. With respect to Insuring Agreements **A.1.a.** Contractors Pollution Liability (Including Mold And Legionella) and **A.1.e.** Crisis Management And Emergency Response Costs only, "pollutants" includes "mold" and legionella pneumophila.

**CC.** "Pollution condition" means the discharge, dispersal, seepage, migration, growth, release, or escape of "pollutants". With respect to Insuring Agreements **A.1.b.** Transportation Pollution Liability and **A.1.e.** Crisis Management And Emergency Response Costs only, "pollution condition" includes "transportation pollution condition".

**DD.** "Pollution loss" means:

**1.** A monetary judgment, award, or settlement for "bodily injury" or "property damage"; or

**2.** "Cleanup costs".

**EE.** "Professional loss" means a monetary judgment, award, or settlement for a "wrongful act", including punitive or exemplary damages where insurable by law; however, "professional loss" does not include:

**1.** Multiplied portions of damages in excess of actual damages, including trebling of damages;

**2.** Any cost required to repair, build, or modify property to comply with any award or order by a court, administrative order, arbitration award, or any similar judgment;

**3.** Taxes, fines, or penalties imposed by law;

**4.** Sanctions;

**5.** Matters which are uninsurable under the law pursuant to which this policy will be construed;

**6.** The return, restitution, disgorgement, or off-set of any fees, costs, or expenses paid to or charged by any insured or any interest thereon;

**7.** Any other equitable relief;

**8.** Claimants' attorneys' fees or damages awarded for breach of contract, except attorneys' fees awarded for the successful prosecution of a "claim" otherwise covered by this policy; or

**9.** Any "rectification expense".

**FF.** "Professional services" means those functions as disclosed on the application or which are specifically shown in an endorsement to this policy performed for others by you or on your behalf that are related to your practice as a consultant, engineer, architect, surveyor, laboratory, project manager, or construction manager including, but not limited to, engineering services or the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications.

**GG.** "Property damage" means:

**1.** Physical injury to tangible property, including all resulting loss of use or diminution in value of that property. All such loss of use or diminution in value will be deemed to occur at the time of the physical injury that caused it;

**2.** Loss of use or diminution in value of tangible property that is not physically injured. All such loss of use or diminution in value will be deemed to occur at the time of the "claim"; or

**3.** "Natural resource damages".

**HH.** "Rectification Expense" means reasonable and necessary direct costs and expense incurred by the insured with respect to any action to rectify or mitigate a covered "wrongful act".

"Rectification expense" does not include any of the insured's profit, overhead, or mark-up, or any betterment to a project to which "rectification expense" applies.

**II.** "Responsible insured" means:

**1.** You, your "executive officer", director, partner, member, or manager;

**2.** Any insured who has responsibility, in whole or in part, for risk control, risk management, health and safety, or environmental affairs, control, or compliance; or

**3.** Any insured who signed or who has responsibility, in whole or in part, for completing the application on which we relied in issuing this policy.

**JJ.** "Restoration costs" means reasonable and necessary costs incurred by the insured with our consent, which will not be unreasonably withheld or delayed, to restore, repair, or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring "cleanup costs". However, such "restoration costs" will not exceed the actual cash value of such property immediately prior to incurring "cleanup costs" or include costs associated with improvements, betterments, ordinance, or law.

KK."Suit" means a civil proceeding in which "loss" to which this insurance applies is alleged. "Suit" includes:

**1.** An arbitration proceeding in which such "loss" is claimed and to which the insured must submit or does submit with our consent; or

**2.** Any other alternative dispute resolution proceeding in which such "loss" is claimed and to which the insured submits with our consent.

"Suit" does not include any "disciplinary proceeding".

**LL.** "Transportation pollution condition" means the emission, discharge, dispersal, release, or escape of "pollutants" from a "covered conveyance" which occurs beyond the boundaries of a premises owned or occupied by, or rented or leased to, any insured.

**MM.**"Transported cargo" means the insured's "cargo" after it is moved from the place where it is accepted by or on behalf of an insured for movement into or onto a "covered conveyance", until the "cargo" is moved from the "covered conveyance" to the place where it is finally delivered on behalf of the insured. "Transported cargo" also includes "cargo" during "loading or unloading" to or from a "covered conveyance".

"Transported cargo" does not include "cargo" at rest for a period longer than 72 hours after it has been accepted on behalf of the insured for movement into or onto a "covered conveyance" but before it reaches the place of final delivery.

**NN.** "Unmanned aircraft" means an aircraft that is not designed, manufactured, or modified after manufacture to be controlled directly by a person from within or on the aircraft.

OO."Wrongful act" means any actual or alleged act, error, or omission in the performance of "professional services" by you or any person for whose acts you are legally responsible.

"Wrongful act" includes "interrelated wrongful acts".

**PP.** "Your product":

**1.** Means:

**(a)** Any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:

**(1)** You;

**(2)** Others trading under your name; or

**(3)** A person or organization whose business or assets you have acquired; and

**(b)** Containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products.

**2.** Includes:

**(a)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your product"; and

**(b)** The providing of or failure to provide warnings or instructions.

**3.** Does not include vending machines or other property rented to or located for the use of others but not sold.

QQ."Your work":

**1.** Means:

**(a)** Contracting work or contracting operations performed by you or on your behalf for others at a location that you do not own, control, rent, or occupy other than for the purpose of performing "your work"; and

**(b)** Materials, parts, or equipment furnished in connection with such work or operations.

**2.** Includes:

**(a)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your work";

**(b)** The providing of or failure to provide warnings or instructions; and

**(c)** The "completed operations" of "your work".

STATE OF WASHINGTON

Department of Labor & Industries

# Certificate of Workers' Compensation Coverage

August 13, 2025

| | |
|---|---|
| WA UBI No. | 600 074 664 |
| L&I Account ID | 271,413-00 |
| Legal Business Name | KNIGHT CONST & SUPPLY INC |
| Doing Business As | KNIGHT CONST & SUPPLY INC |
| Workers' Comp Premium Status: | Account is current. |
| Estimated Workers Reported (See Description Below) | Quarter 2 of Year 2025 "Greater than 100 Workers" |
| Account Representative | Employer Services Help Line, (360) 902-4817 |
| Licensed Contractor? | Yes |
| License No. | KNIGHCS281ON |
| License Expiration | 08/22/2026 |

### What does "Estimated Workers Reported" mean?

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

### Industrial Insurance Information

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

# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 06/08/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 06/22/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 5/27/2026 | | |
| **Clerk's File #** | OPR 2019-1095 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | POLICE | **Bid #** | NASPO OK-MA- |
| **Contact Name/Phone** | SHAWNA 370-8534 | **Requisition #** | OPR 2019-1095 |
| **Contact E-Mail** | SERNST@SPOKANEPOLICE.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | KTELIS MCATHCART | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | AMEND CONTRACT WITH AXON | | |

## Agenda Wording

Request approval to amend contract with Axon to add on additional body cameras and tasers for Spokane Police officers, as well as additional licenses and software.

## Summary (Background)

This amendment updates existing Axon products and services to better align with operational requirements and organizational changes. Specifically, the amendment will: 1. Increase the number of body-worn cameras to ensure all commissioned personnel (Captain and below) are issued a department camera. 2. Increase Axon Records licensing to better match current staffing levels and operational needs. 3. Provide Axon Records licenses for City Prosecutor's Office staff at no additional cost, allowing direct access to police reports and case information. 4. Implement an Axon Interview Room recording system within the Property and Evidence Facility to document vehicle search warrant processing and evidence recovery activities. 5. Add spare TASER devices to support equipment replacement during charging, maintenance, repair, or unexpected equipment failures. 6. Permanently incorporate the My90 community engagement platform into the Axon contract following the conclusion of a grant-funded pilot program. My90 provides citizen feedback, communication, and text messaging capabilities that support community engagement and service improvement efforts. 7. Modify Axon Records interfaces and related project components to align with the City's transition to a standalone 911 Department and associated changes in system integration requirements. These changes improve officer safety, support evidence documentation and accountability, enhance collaboration with the City Prosecutor's Office, maintain community engagement capabilities, and ensure the Axon Records implementation remains aligned with the City's evolving public safety technology environment.

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

This proposal is expected to have a positive impact on historically excluded communities by improving transparency, accountability, data quality, and access to services. Expanding body-worn camera deployment ensures that interactions between officers and community members are documented consistently across the department. Body-worn camera footage promotes transparency, supports objective review of incidents, and helps build public trust by providing an accurate record of police-community interactions. The Axon Records enhancements will improve how the Police Department collects, manages, and analyzes information related

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

The Spokane Police Department collects demographic and incident-related data through multiple systems and processes that support transparency, accountability, and ongoing evaluation. Department policy requires officers to carry less-lethal force options, including TASER devices, when assigned to operational duties. All reportable uses of force are documented and reviewed in accordance with department policy. Use of force reporting includes demographic information and other incident characteristics that allow the department to analyze trends and evaluate outcomes across different populations. This amendment also supports continued

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

The effectiveness of these products and services will be evaluated through operational performance measures, compliance reviews, usage statistics, and stakeholder feedback. Body-worn camera and TASER programs are monitored through policy compliance reviews, training records, equipment utilization, and use-of-force reporting. The Axon Records project includes reporting and data quality tools that will allow the department to evaluate data completeness, workflow efficiency, reporting timeliness, and system adoption. The My90 platform provides community feedback and satisfaction data that can be used to assess service

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

This proposal aligns with City goals related to public safety, accountability, transparency, operational efficiency, and responsive service delivery. Expanding body-worn camera coverage supports transparency and accountability in police-community interactions. Enhancing Axon Records supports the City's broader modernization efforts by improving data quality, reporting, victim services, and coordination with the new 911 Department and City Prosecutor's Office. Continuing My90 supports community engagement by providing residents an additional way to share feedback about police services. Together, these investments support safer neighborhoods, improved public trust, better use of technology, and more consistent delivery of services

## Council Subcommittee Review

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | $ 1,896,462.72 for remaining life of contract |
| Current Year Cost | $ 1,896,462.72 for remaining life of contract |
| Subsequent Year(s) Cost | $ |

## Narrative

Cost breakdown is $211,985.28 for the remainder of 2026; $508,764.67 for 2027; $508,764.67 for 2028; and $508,764.67 for 2029. Prices do not include applicable taxes.

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 1,896,462.72 | # TBD |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

| | |
|---|---|
| **Funding Source** | Recurring |
| **Funding Source Type** | Reallocation |

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

| | |
|---|---|
| **Expense Occurrence** | Recurring |

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | HALL, KEVIN | PS EXEC REVIEW | YATES, MAGGIE |
| Division Director | HALL, KEVIN | PURCHASING | NECHANICKY, JASON |
| Accounting Manager | HAACK, KELLY A. | | |
| Legal | HARRINGTON, | | |
| For the Mayor | PICCOLO, MIKE | | |

| Distribution List | |
|---|---|
| cneubeck@axon.com | spdfinance@spokanepolice.org |
| jhillary@axon.com | dloucks@spokanepolice.org |
| sernst@spokanepolice.org | |
| | |
| | |

City Clerk's No. OPR 2019-1095

**CITY OF SPOKANE**
**POLICE DEPARTMENT**

**CONTRACT AMENDMENT**

**Title: BODY CAMERAS AND TASERS**

This Agreement is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as ("City"), a Washington municipal corporation, and **AXON ENTERPRISES, INC.**, whose address is 17800 North 85th Street, Scottsdale, Arizona 85255, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Company to provide body cameras and tasers for the Spokane Police Department; and*

*WHEREAS, additional hardware, software and licenses are needed, thus the original Contract needs to be formally Amended by this written document; and*

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

**2. CONTRACT DOCUMENTS.**
The Contract, dated December 16, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**3. EFFECTIVE DATE.**
This Contract Amendment shall become effective on July 1, 2026 and run through December 31, 2029.

**4. AMENDMENT.**
The original contract is revised to include the hardware, software and licenses set forth in Quote Q-831115-46163HG attached hereto.

**5. COMPENSATION.**
The City shall pay additional annual amounts as follows:

| | | | |
|---|---|---|---|
| Jul | 2026 | 5 | $211,985.28 |
| Jan | 2027 | 12 | $508,764.67 |
| Jan | 2028 | 12 | $508,764.67 |
| Jan | 2029 | 12 | $508,764.67 |

These amounts are plus tax if applicable, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

| **AXON ENTERPRISES, INC.** | **CITY OF SPOKANE**<br>**POLICE DEPARTMENT** |
|---|---|
| By_____<br>Signature Date | By_____<br>Signature Date |
| _____<br>Type or Print Name | _____<br>Type or Print Name |
| _____<br>Title | _____<br>Title |
| Attest: | Approved as to form: |
| _____<br>City Clerk | _____<br>Assistant City Attorney |

**Attachments that are part of this Agreement**:

Attachment A – Certification Regarding Debarment
Attachment B – Quote No. Q-831115-46169CN

26-143

# EXHIBIT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

**EXHIBIT B**

Q-831115-46169CN

Issued: 05/27/2026

Quote Expiration: 06/30/2026

Estimated Contract Start Date: 08/15/2026

Account Number: 446518

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

| SHIP TO | BILL TO |
|---|---|
| Spokane Police Academy - WA<br>2302 N Waterworks St<br>Spokane,<br>WA<br>99212-1324<br>USA | Spokane Police Dept. - WA<br>2302 N Waterworks St<br>Spokane<br>WA<br>99212-1324<br>USA<br>Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|---|---|
| Chris Neubeck<br>Phone: +1 6027080074<br>Email: cneubeck@axon.com<br>Fax: (480) 658-0629 | Shawna Ernst<br>Phone: (509) 625-4106<br>Email: sernst@spokanepolice.org<br>Fax: |

## Quote Summary

| | |
|---|---|
| Program Length | 41 Months |
| **TOTAL COST** | $1,738,279.30 |
| **ESTIMATED TOTAL W/ TAX** | $1,883,366.44 |

## Discount Summary

| | |
|---|---|
| Average Savings Per Year | $196,874.54 |
| **TOTAL SAVINGS** | $672,654.68 |

## Payment Summary

| Date | Subtotal | Tax | Total |
|---|---|---|---|
| Jul 2026 | $211,985.29 | $18,480.95 | $230,466.24 |
| Jan 2027 | $508,764.67 | $42,202.02 | $550,966.69 |
| Jan 2028 | $508,764.67 | $42,202.02 | $550,966.69 |
| Jan 2029 | $508,764.67 | $42,202.15 | $550,966.82 |
| **Total** | **$1,738,279.30** | **$145,087.14** | **$1,883,366.44** |

| | |
|---|---|
| **Quote Unbundled Price:** | **$2,302,754.17** |
| **Quote List Price:** | **$2,007,536.13** |
| **Quote Subtotal:** | **$1,738,279.30** |

## Pricing

***All deliverables are detailed in Delivery Schedules section lower in proposal***

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|---|---|---|
| **Program** | | | | | | | | | |
| 50482 | TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 3 ROOM | 1 | 19 | | $520.70 | $520.70 | $9,893.30 | $900.29 | $10,793.59 |
| 50484 | TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 5 ROOM | 1 | 19 | | $793.80 | $793.80 | $15,082.20 | $1,372.48 | $16,454.68 |
| 100841 | TRUE UP - OFFICER SAFETY PLAN 10 PLUS | 19 | 19 | | $44.15 | $44.15 | $15,938.15 | $1,450.38 | $17,388.53 |
| 20416 | TRUE UP - UNLIMITED 7 PLUS 1 | 70 | 19 | | $18.75 | $18.75 | $24,937.50 | $2,269.31 | $27,206.81 |
| M00050 | OFFICER SAFETY PLAN T10 PLUS | 19 | 41 | $483.09 | $350.34 | $350.33 | $272,910.57 | $22,809.82 | $295,720.39 |
| B00098 | UNLIMITED PLUS WITH VR PLAN | 70 | 41 | $342.66 | $291.95 | $291.95 | $837,899.02 | $67,483.44 | $905,382.46 |
| IR1CA | Interview Room 1 Camera Standard | 5 | 41 | $459.29 | $339.51 | $339.51 | $69,599.55 | $4,842.68 | $74,442.23 |
| IR1CA | Interview Room 1 Camera Standard | 3 | 41 | $540.67 | $364.14 | $364.14 | $44,789.22 | $3,260.84 | $48,050.06 |
| HWCNAB4 | AB4 CONNECTED HARDWARE BUNDLE | 89 | 41 | | | $1,049.00 | $93,361.00 | $8,495.85 | $101,856.85 |
| **A la Carte Hardware** | | | | | | | | | |
| T10ALCHWK | TASER 10 A-LA-CARTE Hardware Kit | 40 | 41 | | $2,641.23 | $70.84 | $116,170.40 | $10,571.51 | $126,741.91 |
| H00002 | AB4 Multi Bay Dock Bundle | 11 | | | $1,638.90 | $1,638.90 | $18,027.90 | $1,640.53 | $19,668.43 |
| **A la Carte Software** | | | | | | | | | |
| 73681 | AXON RECORDS | 30 | 41 | | $47.24 | $0.00 | $0.00 | $0.00 | $0.00 |
| 100165 | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED | 89 | 41 | | $31.70 | $0.00 | $0.00 | $0.00 | $0.00 |
| 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 89 | 41 | | $26.24 | $0.00 | $0.00 | $0.00 | $0.00 |
| 73638 | AXON STANDARDS - LICENSE | 11 | 41 | | $10.50 | $10.50 | $4,735.50 | $430.93 | $5,166.43 |
| 73681 | AXON RECORDS | 11 | 41 | | $47.24 | $47.24 | $21,305.24 | $1,938.77 | $23,244.01 |
| 102610 | AXON COMMUNITY LINK - My90 Only | 275 | 37 | | $15.65 | $5.47 | $55,629.75 | $5,062.31 | $60,692.06 |
| **A la Carte Services** | | | | | | | | | |
| 85157 | AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT | 202 | | | $250.00 | $250.00 | $50,500.00 | $4,595.50 | $55,095.50 |
| 102561 | RECORDS INTEGRATION SERVICE | 350 | | | $250.00 | $250.00 | $87,500.00 | $7,962.50 | $95,462.50 |
| **Total** | | | | | | | **$1,738,279.30** | **$145,087.14** | **$1,883,366.44** |

## Delivery Schedule

### Hardware

| Bundle | Item | Description | QTY | Shipping Location | Estimated Delivery Date |
|---|---|---|---|---|---|
| AB4 CONNECTED HARDWARE BUNDLE | 100147 | AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK | 89 | 1 | 07/15/2026 |
| AB4 CONNECTED HARDWARE BUNDLE | 100147 | AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK | 2 | 1 | 07/15/2026 |
| AB4 CONNECTED HARDWARE BUNDLE | 100466 | AXON BODY 4 - CABLE - USB-C TO USB-C | 98 | 1 | 07/15/2026 |
| AB4 CONNECTED HARDWARE BUNDLE | 100775 | AXON BODY 4 - MAGNETIC DISCONNECT CABLE | 98 | 1 | 07/15/2026 |

## Hardware

| Bundle | Item | Description | QTY | Shipping Location | Estimated Delivery Date |
|---|---|---|---|---|---|
| AB4 CONNECTED HARDWARE BUNDLE | 74028 | AXON BODY - MOUNT - WING CLIP RAPIDLOCK | 98 | 1 | 07/15/2026 |
| AB4 Multi Bay Dock Bundle | 100206 | AXON BODY 4 - 8 BAY DOCK | 11 | 1 | 07/15/2026 |
| AB4 Multi Bay Dock Bundle | 70033 | AXON - DOCK WALL MOUNT - BRACKET ASSY | 11 | 1 | 07/15/2026 |
| AB4 Multi Bay Dock Bundle | 71019 | AXON BODY - DOCK POWERCORD - NORTH AMERICA | 11 | 1 | 07/15/2026 |
| Interview Room 1 Camera Standard | 50118 | AXON INTERVIEW - MIC - WIRED (STANDARD MIC) | 3 | 1 | 07/15/2026 |
| Interview Room 1 Camera Standard | 50118 | AXON INTERVIEW - MIC - WIRED (STANDARD MIC) | 5 | 1 | 07/15/2026 |
| Interview Room 1 Camera Standard | 50294 | AXON INTERVIEW - SERVER - LITE | 2 | 1 | 07/15/2026 |
| Interview Room 1 Camera Standard | 50295 | AXON INTERVIEW - SERVER - PRO | 2 | 1 | 07/15/2026 |
| Interview Room 1 Camera Standard | 50298 | AXON INTERVIEW - CAMERA - OVERT DOME | 5 | 1 | 07/15/2026 |
| Interview Room 1 Camera Standard | 50298 | AXON INTERVIEW - CAMERA - OVERT DOME | 3 | 1 | 07/15/2026 |
| Interview Room 1 Camera Standard | 50322 | AXON INTERVIEW - TOUCH PANEL PRO | 5 | 1 | 07/15/2026 |
| Interview Room 1 Camera Standard | 50322 | AXON INTERVIEW - TOUCH PANEL PRO | 3 | 1 | 07/15/2026 |
| Interview Room 1 Camera Standard | 74056 | AXON INTERVIEW - TOUCH PANEL WALL MOUNT | 5 | 1 | 07/15/2026 |
| Interview Room 1 Camera Standard | 74056 | AXON INTERVIEW - TOUCH PANEL WALL MOUNT | 3 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 100122 | AXON VR - HEADSET - BATTERY | 1 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 100126 | AXON VR - TACTICAL BAG | 1 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 100390 | AXON TASER 10 - HANDLE - YELLOW CLASS 3R | 19 | 2 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 100394 | AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE | 4 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 100396 | AXON TASER 10 - MAGAZINE - INERT RED | 19 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 100399 | AXON TASER 10 - CARTRIDGE - LIVE | 380 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 150 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 190 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 100401 | AXON TASER 10 - CARTRIDGE - INERT | 190 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 100591 | AXON TASER - CLEANING KIT | 1 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 100611 | AXON TASER 10 - SAFARILAND HOLSTER - RH | 19 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 100623 | ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2) | 1 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 100748 | AXON VR - CONTROLLER - TASER 10 | 1 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 100832 | AXON VR - CONTROLLER - HANDGUN VR19H | 1 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 101122 | AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH | 2 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 101294 | AXON VR - TABLET | 1 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 101300 | AXON VR - TABLET CASE | 1 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 101455 | AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET | 1 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 101456 | AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET | 1 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 101751 | AXON VR - HEADSET - HTC FOCUS VISION | 1 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 101755 | AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2 | 19 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 101757 | AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2 | 19 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 102186 | AXON TASER 10 - COMMAND BOX | 1 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 20018 | AXON TASER - BATTERY PACK - TACTICAL | 19 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 20018 | AXON TASER - BATTERY PACK - TACTICAL | 2 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 70033 | AXON - DOCK WALL MOUNT - BRACKET ASSY | 1 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 71019 | AXON BODY - DOCK POWERCORD - NORTH AMERICA | 1 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 74200 | AXON TASER - DOCK - SIX BAY PLUS CORE | 1 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 80087 | AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED | 1 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 80090 | AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN | 1 | 1 | 07/15/2026 |
| TASER 10 A-LA-CARTE Hardware Kit | 100390 | AXON TASER 10 - HANDLE - YELLOW CLASS 3R | 40 | 2 | 07/15/2026 |
| TASER 10 A-LA-CARTE Hardware Kit | 101755 | AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2 | 40 | 1 | 07/15/2026 |
| TASER 10 A-LA-CARTE Hardware Kit | 20018 | AXON TASER - BATTERY PACK - TACTICAL | 40 | 1 | 07/15/2026 |
| UNLIMITED PLUS WITH VR PLAN | 100122 | AXON VR - HEADSET - BATTERY | 3 | 1 | 07/15/2026 |
| UNLIMITED PLUS WITH VR PLAN | 100126 | AXON VR - TACTICAL BAG | 3 | 1 | 07/15/2026 |
| UNLIMITED PLUS WITH VR PLAN | 100748 | AXON VR - CONTROLLER - TASER 10 | 3 | 1 | 07/15/2026 |

## Hardware

| Bundle | Item | Description | QTY | Shipping Location | Estimated Delivery Date |
|---|---|---|---|---|---|
| UNLIMITED PLUS WITH VR PLAN | 100832 | AXON VR - CONTROLLER - HANDGUN VR19H | 3 | 1 | 07/15/2026 |
| UNLIMITED PLUS WITH VR PLAN | 101122 | AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH | 6 | 1 | 07/15/2026 |
| UNLIMITED PLUS WITH VR PLAN | 101123 | AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH | 2 | 1 | 07/15/2026 |
| UNLIMITED PLUS WITH VR PLAN | 101294 | AXON VR - TABLET | 3 | 1 | 07/15/2026 |
| UNLIMITED PLUS WITH VR PLAN | 101300 | AXON VR - TABLET CASE | 3 | 1 | 07/15/2026 |
| UNLIMITED PLUS WITH VR PLAN | 101751 | AXON VR - HEADSET - HTC FOCUS VISION | 3 | 1 | 07/15/2026 |
| UNLIMITED PLUS WITH VR PLAN | 102389 | AXON VR - MULTI-USER ROOM MARKER | 2 | 1 | 07/15/2026 |
| OFFICER SAFETY PLAN T10 PLUS | 73309 | AXON BODY - TAP REFRESH 1 - CAMERA | 19 | 1 | 05/15/2027 |
| OFFICER SAFETY PLAN T10 PLUS | 73689 | AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY | 2 | 1 | 05/15/2027 |
| UNLIMITED PLUS WITH VR PLAN | 73309 | AXON BODY - TAP REFRESH 1 - CAMERA | 72 | 1 | 05/15/2027 |
| UNLIMITED PLUS WITH VR PLAN | 73689 | AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY | 9 | 1 | 05/15/2027 |
| OFFICER SAFETY PLAN T10 PLUS | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 160 | 1 | 07/15/2027 |
| OFFICER SAFETY PLAN T10 PLUS | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 150 | 1 | 07/15/2028 |
| OFFICER SAFETY PLAN T10 PLUS | 100210 | AXON VR - TAP REFRESH 1 - TABLET | 1 | 1 | 01/15/2029 |
| OFFICER SAFETY PLAN T10 PLUS | 101009 | AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER | 1 | 1 | 01/15/2029 |
| OFFICER SAFETY PLAN T10 PLUS | 101012 | AXON VR - TAP REFRESH 1 - TASER CONTROLLER | 1 | 1 | 01/15/2029 |
| OFFICER SAFETY PLAN T10 PLUS | 20373 | AXON VR - TAP REFRESH 1 - HEADSET | 1 | 1 | 01/15/2029 |
| UNLIMITED PLUS WITH VR PLAN | 100210 | AXON VR - TAP REFRESH 1 - TABLET | 3 | 1 | 01/15/2029 |
| UNLIMITED PLUS WITH VR PLAN | 101009 | AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER | 3 | 1 | 01/15/2029 |
| UNLIMITED PLUS WITH VR PLAN | 101012 | AXON VR - TAP REFRESH 1 - TASER CONTROLLER | 3 | 1 | 01/15/2029 |
| UNLIMITED PLUS WITH VR PLAN | 20373 | AXON VR - TAP REFRESH 1 - HEADSET | 3 | 1 | 01/15/2029 |
| OFFICER SAFETY PLAN T10 PLUS | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 150 | 1 | 07/15/2029 |
| OFFICER SAFETY PLAN T10 PLUS | 73310 | AXON BODY - TAP REFRESH 2 - CAMERA | 19 | 1 | 11/15/2029 |
| OFFICER SAFETY PLAN T10 PLUS | 73688 | AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY | 2 | 1 | 11/15/2029 |
| UNLIMITED PLUS WITH VR PLAN | 73310 | AXON BODY - TAP REFRESH 2 - CAMERA | 72 | 1 | 11/15/2029 |
| UNLIMITED PLUS WITH VR PLAN | 73688 | AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY | 9 | 1 | 11/15/2029 |

## Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---|---|---|---|---|---|
| Interview Room 1 Camera Standard | 50037 | AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC | 5 | 08/15/2026 | 01/14/2030 |
| Interview Room 1 Camera Standard | 50037 | AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC | 3 | 08/15/2026 | 01/14/2030 |
| Interview Room 1 Camera Standard | 50039 | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL | 3 | 08/15/2026 | 01/14/2030 |
| Interview Room 1 Camera Standard | 50039 | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL | 5 | 08/15/2026 | 01/14/2030 |
| Interview Room 1 Camera Standard | 50041 | AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER | 2 | 08/15/2026 | 01/14/2030 |
| Interview Room 1 Camera Standard | 50041 | AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER | 2 | 08/15/2026 | 01/14/2030 |
| Interview Room 1 Camera Standard | 50043 | AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER | 2 | 08/15/2026 | 01/14/2030 |
| Interview Room 1 Camera Standard | 50043 | AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER | 2 | 08/15/2026 | 01/14/2030 |
| Interview Room 1 Camera Standard | 50045 | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED | 3 | 08/15/2026 | 01/14/2030 |
| Interview Room 1 Camera Standard | 50045 | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED | 5 | 08/15/2026 | 01/14/2030 |
| Interview Room 1 Camera Standard | 73840 | AXON EVIDENCE - ECOM LICENSE - BASIC | 1 | 08/15/2026 | 01/14/2030 |
| Interview Room 1 Camera Standard | 73840 | AXON EVIDENCE - ECOM LICENSE - BASIC | 1 | 08/15/2026 | 01/14/2030 |
| OFFICER SAFETY PLAN T10 PLUS | 101180 | AXON TASER - DATA SCIENCE PROGRAM | 19 | 08/15/2026 | 01/14/2030 |
| OFFICER SAFETY PLAN T10 PLUS | 102610 | AXON COMMUNITY LINK | 19 | 08/15/2026 | 01/14/2030 |
| OFFICER SAFETY PLAN T10 PLUS | 20248 | AXON TASER - EVIDENCE.COM LICENSE | 19 | 08/15/2026 | 01/14/2030 |

## Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---|---|---|---|---|---|
| OFFICER SAFETY PLAN T10 PLUS | 20248 | AXON TASER - EVIDENCE.COM LICENSE | 1 | 08/15/2026 | 01/14/2030 |
| OFFICER SAFETY PLAN T10 PLUS | 20370 | AXON VR - USER ACCESS - FULL VR | 19 | 08/15/2026 | 01/14/2030 |
| OFFICER SAFETY PLAN T10 PLUS | 73447 | AXON BODY - LICENSE - FUSUS LIVESTREAM | 19 | 08/15/2026 | 01/14/2030 |
| OFFICER SAFETY PLAN T10 PLUS | 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 19 | 08/15/2026 | 01/14/2030 |
| OFFICER SAFETY PLAN T10 PLUS | 73638 | AXON STANDARDS - LICENSE | 19 | 08/15/2026 | 01/14/2030 |
| OFFICER SAFETY PLAN T10 PLUS | 73681 | AXON RECORDS | 19 | 08/15/2026 | 01/14/2030 |
| OFFICER SAFETY PLAN T10 PLUS | 73682 | AXON EVIDENCE - AUTO TAGGING LICENSE | 19 | 08/15/2026 | 01/14/2030 |
| OFFICER SAFETY PLAN T10 PLUS | 73683 | AXON EVIDENCE - STORAGE - 10GB A LA CARTE | 190 | 08/15/2026 | 01/14/2030 |
| OFFICER SAFETY PLAN T10 PLUS | 73686 | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE) | 19 | 08/15/2026 | 01/14/2030 |
| OFFICER SAFETY PLAN T10 PLUS | 73739 | AXON PERFORMANCE - LICENSE | 19 | 08/15/2026 | 01/14/2030 |
| OFFICER SAFETY PLAN T10 PLUS | 73746 | AXON EVIDENCE - ECOM LICENSE - PRO | 19 | 08/15/2026 | 01/14/2030 |
| UNLIMITED PLUS WITH VR PLAN | 102610 | AXON COMMUNITY LINK | 70 | 08/15/2026 | 01/14/2030 |
| UNLIMITED PLUS WITH VR PLAN | 20370 | AXON VR - USER ACCESS - FULL VR | 70 | 08/15/2026 | 01/14/2030 |
| UNLIMITED PLUS WITH VR PLAN | 73447 | AXON BODY - LICENSE - FUSUS LIVESTREAM | 70 | 08/15/2026 | 01/14/2030 |
| UNLIMITED PLUS WITH VR PLAN | 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 70 | 08/15/2026 | 01/14/2030 |
| UNLIMITED PLUS WITH VR PLAN | 73638 | AXON STANDARDS - LICENSE | 70 | 08/15/2026 | 01/14/2030 |
| UNLIMITED PLUS WITH VR PLAN | 73681 | AXON RECORDS | 70 | 08/15/2026 | 01/14/2030 |
| UNLIMITED PLUS WITH VR PLAN | 73682 | AXON EVIDENCE - AUTO TAGGING LICENSE | 70 | 08/15/2026 | 01/14/2030 |
| UNLIMITED PLUS WITH VR PLAN | 73683 | AXON EVIDENCE - STORAGE - 10GB A LA CARTE | 700 | 08/15/2026 | 01/14/2030 |
| UNLIMITED PLUS WITH VR PLAN | 73686 | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE) | 70 | 08/15/2026 | 01/14/2030 |
| UNLIMITED PLUS WITH VR PLAN | 73739 | AXON PERFORMANCE - LICENSE | 70 | 08/15/2026 | 01/14/2030 |
| UNLIMITED PLUS WITH VR PLAN | 73746 | AXON EVIDENCE - ECOM LICENSE - PRO | 70 | 08/15/2026 | 01/14/2030 |
| A la Carte | 100165 | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED | 89 | 08/15/2026 | 01/14/2030 |
| A la Carte | 73638 | AXON STANDARDS - LICENSE | 11 | 08/15/2026 | 01/14/2030 |
| A la Carte | 73681 | AXON RECORDS | 30 | 08/15/2026 | 01/14/2030 |
| A la Carte | 73681 | AXON RECORDS | 11 | 08/15/2026 | 01/14/2030 |
| A la Carte | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 89 | 08/15/2026 | 01/14/2030 |
| A la Carte | 102610 | AXON COMMUNITY LINK - My90 Only | 275 | 12/01/2026 | 01/14/2030 |

## Services

| Bundle | Item | Description | QTY |
|---|---|---|---|
| Interview Room 1 Camera Standard | 85170 | AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM) | 5 |
| Interview Room 1 Camera Standard | 85170 | AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM) | 3 |
| OFFICER SAFETY PLAN T10 PLUS | 100751 | AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE | 19 |
| OFFICER SAFETY PLAN T10 PLUS | 101184 | AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER | 1 |
| OFFICER SAFETY PLAN T10 PLUS | 101193 | AXON TASER - ON DEMAND CERTIFICATION | 19 |
| OFFICER SAFETY PLAN T10 PLUS | 11642 | AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT | 19 |
| UNLIMITED PLUS WITH VR PLAN | 101184 | AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER | 4 |
| UNLIMITED PLUS WITH VR PLAN | 11642 | AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT | 70 |
| A la Carte | 102561 | RECORDS INTEGRATION SERVICE | 350 |
| A la Carte | 85157 | AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT | 202 |

## Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---|---|---|---|---|---|
| Interview Room 1 Camera Standard | 101648 | AXON INTERVIEW - EXT WARRANTY - 5 YEARS | 3 | | |
| Interview Room 1 Camera Standard | 101648 | AXON INTERVIEW - EXT WARRANTY - 5 YEARS | 5 | | |
| OFFICER SAFETY PLAN T10 PLUS | 100197 | AXON VR - EXT WARRANTY - HEADSET | 1 | 07/15/2027 | 01/14/2030 |
| OFFICER SAFETY PLAN T10 PLUS | 100213 | AXON VR - EXT WARRANTY - TABLET | 1 | 07/15/2027 | 01/14/2030 |
| OFFICER SAFETY PLAN T10 PLUS | 100704 | AXON TASER 10 - EXT WARRANTY - HANDLE | 19 | 07/15/2027 | 01/14/2030 |
| OFFICER SAFETY PLAN T10 PLUS | 101007 | AXON VR - EXT WARRANTY - TASER CONTROLLER | 1 | 07/15/2027 | 01/14/2030 |

## Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---|---|---|---|---|---|
| OFFICER SAFETY PLAN T10 PLUS | 101008 | AXON VR - EXT WARRANTY - HANDGUN CONTROLLER | 1 | 07/15/2027 | 01/14/2030 |
| OFFICER SAFETY PLAN T10 PLUS | 80374 | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 19 | 07/15/2027 | 01/14/2030 |
| OFFICER SAFETY PLAN T10 PLUS | 80374 | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 2 | 07/15/2027 | 01/14/2030 |
| OFFICER SAFETY PLAN T10 PLUS | 80396 | AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10 | 1 | 07/15/2027 | 01/14/2030 |
| OFFICER SAFETY PLAN T10 PLUS | 80464 | AXON BODY - TAP WARRANTY - CAMERA | 19 | 07/15/2027 | 01/14/2030 |
| OFFICER SAFETY PLAN T10 PLUS | 80465 | AXON BODY - TAP WARRANTY - MULTI BAY DOCK | 2 | 07/15/2027 | 01/14/2030 |
| TASER 10 A-LA-CARTE Hardware Kit | 100704 | AXON TASER 10 - EXT WARRANTY - HANDLE | 40 | 07/15/2027 | 01/14/2030 |
| TASER 10 A-LA-CARTE Hardware Kit | 80374 | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 40 | 07/15/2027 | 01/14/2030 |
| UNLIMITED PLUS WITH VR PLAN | 100197 | AXON VR - EXT WARRANTY - HEADSET | 3 | 07/15/2027 | 01/14/2030 |
| UNLIMITED PLUS WITH VR PLAN | 100213 | AXON VR - EXT WARRANTY - TABLET | 3 | 07/15/2027 | 01/14/2030 |
| UNLIMITED PLUS WITH VR PLAN | 101007 | AXON VR - EXT WARRANTY - TASER CONTROLLER | 3 | 07/15/2027 | 01/14/2030 |
| UNLIMITED PLUS WITH VR PLAN | 101008 | AXON VR - EXT WARRANTY - HANDGUN CONTROLLER | 3 | 07/15/2027 | 01/14/2030 |
| UNLIMITED PLUS WITH VR PLAN | 80464 | AXON BODY - TAP WARRANTY - CAMERA | 72 | 07/15/2027 | 01/14/2030 |
| UNLIMITED PLUS WITH VR PLAN | 80465 | AXON BODY - TAP WARRANTY - MULTI BAY DOCK | 9 | 07/15/2027 | 01/14/2030 |

## Shipping Locations

| Location Number | Street | City | State | Zip | Country |
|---|---|---|---|---|---|
| 1 | 2302 N Waterworks St | Spokane | WA | 99212-1324 | USA |
| 2 | 2302 N Waterworks St | Spokane | WA | 99212-1324 | USA |

## Payment Details

### Jul 2026

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Annual Payment 1 | 100165 | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED | 89 | $0.00 | $0.00 | $0.00 |
| Annual Payment 1 | 100841 | TRUE UP - OFFICER SAFETY PLAN 10 PLUS | 19 | $985.51 | $89.68 | $1,075.19 |
| Annual Payment 1 | 102561 | RECORDS INTEGRATION SERVICE | 350 | $5,410.43 | $492.35 | $5,902.78 |
| Annual Payment 1 | 102610 | AXON COMMUNITY LINK - My90 Only | 275 | $3,439.78 | $313.02 | $3,752.80 |
| Annual Payment 1 | 20416 | TRUE UP - UNLIMITED 7 PLUS 1 | 70 | $1,541.97 | $140.32 | $1,682.29 |
| Annual Payment 1 | 50482 | TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 3 ROOM | 1 | $611.74 | $55.67 | $667.41 |
| Annual Payment 1 | 50484 | TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 5 ROOM | 1 | $932.59 | $84.87 | $1,017.46 |
| Annual Payment 1 | 73638 | AXON STANDARDS - LICENSE | 11 | $292.81 | $26.65 | $319.46 |
| Annual Payment 1 | 73681 | AXON RECORDS | 30 | $0.00 | $0.00 | $0.00 |
| Annual Payment 1 | 73681 | AXON RECORDS | 11 | $1,317.38 | $119.88 | $1,437.26 |
| Annual Payment 1 | 85157 | AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT | 202 | $3,122.59 | $284.16 | $3,406.75 |
| Annual Payment 1 | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 89 | $0.00 | $0.00 | $0.00 |
| Annual Payment 1 | B00098 | UNLIMITED PLUS WITH VR PLAN | 70 | $51,810.27 | $4,172.76 | $55,983.03 |
| Annual Payment 1 | H00002 | AB4 Multi Bay Dock Bundle | 11 | $18,027.90 | $1,640.53 | $19,668.43 |
| Annual Payment 1 | HWCNAB4 | AB4 CONNECTED HARDWARE BUNDLE | 89 | $93,361.00 | $8,495.85 | $101,856.85 |
| Annual Payment 1 | IR1CA | Interview Room 1 Camera Standard | 3 | $2,769.48 | $201.65 | $2,971.13 |
| Annual Payment 1 | IR1CA | Interview Room 1 Camera Standard | 5 | $4,303.59 | $299.44 | $4,603.03 |
| Annual Payment 1 | M00050 | OFFICER SAFETY PLAN T10 PLUS | 19 | $16,875.03 | $1,410.45 | $18,285.48 |
| Annual Payment 1 | T10ALCHWK | TASER 10 A-LA-CARTE Hardware Kit | 40 | $7,183.22 | $653.67 | $7,836.89 |
| **Total** | | | | **$211,985.29** | **$18,480.95** | **$230,466.24** |

### Aug 2026

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Invoice Upon Fulfillment | B00098 | UNLIMITED PLUS WITH VR PLAN | 70 | $0.00 | $0.00 | $0.00 |
| Invoice Upon Fulfillment | M00050 | OFFICER SAFETY PLAN T10 PLUS | 19 | $0.00 | $0.00 | $0.00 |
| **Total** | | | | **$0.00** | **$0.00** | **$0.00** |

### Jan 2027

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Annual Payment 2 | 100165 | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED | 89 | $0.00 | $0.00 | $0.00 |
| Annual Payment 2 | 100841 | TRUE UP - OFFICER SAFETY PLAN 10 PLUS | 19 | $4,984.21 | $453.57 | $5,437.78 |
| Annual Payment 2 | 102561 | RECORDS INTEGRATION SERVICE | 350 | $27,363.19 | $2,490.05 | $29,853.24 |
| Annual Payment 2 | 102610 | AXON COMMUNITY LINK - My90 Only | 275 | $17,396.66 | $1,583.10 | $18,979.76 |
| Annual Payment 2 | 20416 | TRUE UP - UNLIMITED 7 PLUS 1 | 70 | $7,798.51 | $709.66 | $8,508.17 |
| Annual Payment 2 | 50482 | TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 3 ROOM | 1 | $3,093.85 | $281.54 | $3,375.39 |
| Annual Payment 2 | 50484 | TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 5 ROOM | 1 | $4,716.54 | $429.20 | $5,145.74 |
| Annual Payment 2 | 73638 | AXON STANDARDS - LICENSE | 11 | $1,480.90 | $134.76 | $1,615.66 |
| Annual Payment 2 | 73681 | AXON RECORDS | 30 | $0.00 | $0.00 | $0.00 |
| Annual Payment 2 | 73681 | AXON RECORDS | 11 | $6,662.62 | $606.30 | $7,268.92 |

## Jan 2027

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Annual Payment 2 | 85157 | AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT | 202 | $15,792.47 | $1,437.11 | $17,229.58 |
| Annual Payment 2 | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 89 | $0.00 | $0.00 | $0.00 |
| Annual Payment 2 | B00098 | UNLIMITED PLUS WITH VR PLAN | 70 | $262,029.59 | $21,103.57 | $283,133.16 |
| Annual Payment 2 | IR1CA | Interview Room 1 Camera Standard | 5 | $21,765.31 | $1,514.40 | $23,279.71 |
| Annual Payment 2 | IR1CA | Interview Room 1 Camera Standard | 3 | $14,006.58 | $1,019.74 | $15,026.32 |
| Annual Payment 2 | M00050 | OFFICER SAFETY PLAN T10 PLUS | 19 | $85,345.18 | $7,133.06 | $92,478.24 |
| Annual Payment 2 | T10ALCHWK | TASER 10 A-LA-CARTE Hardware Kit | 40 | $36,329.06 | $3,305.96 | $39,635.02 |
| **Total** | | | | **$508,764.67** | **$42,202.02** | **$550,966.69** |

## Jan 2028

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Annual Payment 3 | 100165 | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED | 89 | $0.00 | $0.00 | $0.00 |
| Annual Payment 3 | 100841 | TRUE UP - OFFICER SAFETY PLAN 10 PLUS | 19 | $4,984.21 | $453.57 | $5,437.78 |
| Annual Payment 3 | 102561 | RECORDS INTEGRATION SERVICE | 350 | $27,363.19 | $2,490.05 | $29,853.24 |
| Annual Payment 3 | 102610 | AXON COMMUNITY LINK - My90 Only | 275 | $17,396.66 | $1,583.10 | $18,979.76 |
| Annual Payment 3 | 20416 | TRUE UP - UNLIMITED 7 PLUS 1 | 70 | $7,798.51 | $709.66 | $8,508.17 |
| Annual Payment 3 | 50482 | TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 3 ROOM | 1 | $3,093.85 | $281.54 | $3,375.39 |
| Annual Payment 3 | 50484 | TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 5 ROOM | 1 | $4,716.54 | $429.20 | $5,145.74 |
| Annual Payment 3 | 73638 | AXON STANDARDS - LICENSE | 11 | $1,480.90 | $134.76 | $1,615.66 |
| Annual Payment 3 | 73681 | AXON RECORDS | 11 | $6,662.62 | $606.30 | $7,268.92 |
| Annual Payment 3 | 73681 | AXON RECORDS | 30 | $0.00 | $0.00 | $0.00 |
| Annual Payment 3 | 85157 | AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT | 202 | $15,792.47 | $1,437.11 | $17,229.58 |
| Annual Payment 3 | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 89 | $0.00 | $0.00 | $0.00 |
| Annual Payment 3 | B00098 | UNLIMITED PLUS WITH VR PLAN | 70 | $262,029.59 | $21,103.57 | $283,133.16 |
| Annual Payment 3 | IR1CA | Interview Room 1 Camera Standard | 5 | $21,765.31 | $1,514.40 | $23,279.71 |
| Annual Payment 3 | IR1CA | Interview Room 1 Camera Standard | 3 | $14,006.58 | $1,019.74 | $15,026.32 |
| Annual Payment 3 | M00050 | OFFICER SAFETY PLAN T10 PLUS | 19 | $85,345.18 | $7,133.06 | $92,478.24 |
| Annual Payment 3 | T10ALCHWK | TASER 10 A-LA-CARTE Hardware Kit | 40 | $36,329.06 | $3,305.96 | $39,635.02 |
| **Total** | | | | **$508,764.67** | **$42,202.02** | **$550,966.69** |

## Jan 2029

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Annual Payment 4 | 100165 | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED | 89 | $0.00 | $0.00 | $0.00 |
| Annual Payment 4 | 100841 | TRUE UP - OFFICER SAFETY PLAN 10 PLUS | 19 | $4,984.21 | $453.56 | $5,437.77 |
| Annual Payment 4 | 102561 | RECORDS INTEGRATION SERVICE | 350 | $27,363.19 | $2,490.05 | $29,853.24 |
| Annual Payment 4 | 102610 | AXON COMMUNITY LINK - My90 Only | 275 | $17,396.66 | $1,583.09 | $18,979.75 |
| Annual Payment 4 | 20416 | TRUE UP - UNLIMITED 7 PLUS 1 | 70 | $7,798.51 | $709.67 | $8,508.18 |
| Annual Payment 4 | 50482 | TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 3 ROOM | 1 | $3,093.85 | $281.54 | $3,375.39 |
| Annual Payment 4 | 50484 | TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 5 ROOM | 1 | $4,716.54 | $429.21 | $5,145.75 |
| Annual Payment 4 | 73638 | AXON STANDARDS - LICENSE | 11 | $1,480.90 | $134.76 | $1,615.66 |
| Annual Payment 4 | 73681 | AXON RECORDS | 30 | $0.00 | $0.00 | $0.00 |
| Annual Payment 4 | 73681 | AXON RECORDS | 11 | $6,662.62 | $606.29 | $7,268.91 |
| Annual Payment 4 | 85157 | AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT | 202 | $15,792.47 | $1,437.12 | $17,229.59 |
| Annual Payment 4 | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 89 | $0.00 | $0.00 | $0.00 |
| Annual Payment 4 | B00098 | UNLIMITED PLUS WITH VR PLAN | 70 | $262,029.58 | $21,103.54 | $283,133.12 |
| Annual Payment 4 | IR1CA | Interview Room 1 Camera Standard | 5 | $21,765.31 | $1,514.44 | $23,279.75 |
| Annual Payment 4 | IR1CA | Interview Room 1 Camera Standard | 3 | $14,006.59 | $1,019.71 | $15,026.30 |
| Annual Payment 4 | M00050 | OFFICER SAFETY PLAN T10 PLUS | 19 | $85,345.18 | $7,133.25 | $92,478.43 |
| Annual Payment 4 | T10ALCHWK | TASER 10 A-LA-CARTE Hardware Kit | 40 | $36,329.06 | $3,305.92 | $39,634.98 |
| **Total** | | | | **$508,764.67** | **$42,202.15** | **$550,966.82** |

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

Contract NASPO OK-MA-145-21-100 (PA-Washington - NO. 05720) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

# Exceptions to Standard Terms and Conditions

**Rewrite Estimates**

**Estimated Amounts and Contract Terminations.** Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

**Refresh Shipment Timing**

**Technology Assurance Plan (TAP) Refresh Prior to Renewal.** For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

**Shipment Timing**

**Shipment Variance**. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

5/27/2026



## License Information:

New search Back to results

**Entity name:** CARAHSOFT TECHNOLOGY CORPORATION

**Business name:** CARAHSOFT CORPORATION

**Entity type:** Profit Corporation

**UBI #:** 603-053-226

**Business ID:** 001

**Location ID:** 0002

**Location:** Active

**Location address:**
113 TAZEWELL AVE
CAPE CHARLES VA 23310-3129

**Mailing address:**
11493 SUNSET HILLS RD
STE 100
RESTON VA 20190-5230

**Excise tax and reseller permit status:** Click here

**Secretary of State information:** Click here

## Endorsements

| Endorsements held at this location | License # | Count | Details | Status | Expiration date | First issuance date |
|---|---|---|---|---|---|---|
| Spokane General Business - Non-Resident | | | | Active | Oct-31-2026 | Jun-26-2018 |

## Owners and officers on file with the Department of Revenue

| Owners and officers | Title |
|---|---|
| ABOD, CRAIG | |
| MOORE, ROBERT | |
| SMITH, KRISTINA | |
| SZCZEPANEK, JILLIAN | |

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 12/11/2025 1:18:37 PM

Check if your browser is supported

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/27/2026

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

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

**PRODUCER**
Aon Risk Insurance Services West, Inc.
Phoenix AZ Office
4300 East Camelback Rd.
Suite 460
Phoenix AZ 85018 USA

**CONTACT NAME:**
**PHONE (A/C. No. Ext):** 8662837122 **FAX (A/C. No.):** (800) 363-0105
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | AIG Specialty Insurance Company | 26883 |
| INSURER B: | National Casualty Company | 11991 |
| INSURER C: | Scottsdale Ins Company | 41297 |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

**INSURED**
Axon Enterprise, Inc.
17800 N. 85th Street
Scottsdale AZ 85255 USA

**COVERAGES** **CERTIFICATE NUMBER:** 570117735462 **REVISION NUMBER:**

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

**Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE / X OCCUR<br>X see Prod Liab info att'd<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY / X PRO-JECT / LOC<br>OTHER: Xcl Prod/Comp Ops | Y | Y | NGO0001949<br>SIR applies per policy terms & conditions | 08/08/2025 | 08/01/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $2,000,000<br>$1,000,000<br>$50,000<br>$2,000,000<br>$4,000,000<br>Excluded |
| B | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | Y | Y | NGO0001948 | 08/08/2025 | 08/01/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY ( Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000 |
| C | X **UMBRELLA LIAB** / X OCCUR<br>**EXCESS LIAB** / CLAIMS-MADE<br>DED / X RETENTION $10,000 | Y | Y | UNS0000106 | 08/08/2025 | 08/01/2026 | EACH OCCURRENCE<br>AGGREGATE | $10,000,000<br>$10,000,000 |
| B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | WCC600103A | 08/08/2025 | 08/08/2026 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| A | E&O - Technology | | | 023593127<br>Cyber/Tech E&O<br>SIR applies per policy terms & conditions | 08/01/2025 | 08/01/2026 | Security/Privacy<br>SIR<br>Policy Limit | $5,000,000<br>$1,000,000<br>$5,000,000 |

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

Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Excess Liability policies. General Liability, Automobile Liability and Excess Liability policies evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. General Liability, Automobile Liability and Excess Liability policies evidenced herein is Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Workers Compensation, Automobile Liability and Excess Liability policies.

**CERTIFICATE HOLDER**

Spokane Police Department
1100 W. Mallon
Spokane WA 99260 USA

**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**

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570117735462

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AGENCY CUSTOMER ID: 570000007117

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Aon Risk Insurance Services West, Inc. | Axon Enterprise, Inc. |
| POLICY NUMBER | |
| See Certificate Number: 570117735462 | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |
| See Certificate Number: 570117735462 | |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Products Liability Schedule

Products/Completed Operations Coverage
8/8/2025-8/1/2026:

Policy #034064091
Lexington Insurance Company
Claims Made Coverage Form - Products Liability
$15,000,000 Each Occurrence Limit
$15,000,000 Products/Completed Operations Aggregate Limit
$ 5,000,000 Per Occurrence Self Insured Retention

Policy #034064092
Lexington Insurance Company
Occurrence Coverage Form - Products Liability
$15,000,000 Each Occurrence Limit
$15,000,000 Products/Completed Operations Aggregate Limit
$ 5,000,000 Per Occurrence Self Insured Retention



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# Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 06/01/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 06/22/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 5/20/2026 | | |
| **Clerk's File #** | ORD C36886 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | POLICE | **Bid #** | |
| **Contact Name/Phone** | JACQUI 4109 | **Requisition #** | |
| **Contact E-Mail** | JMACCONNELL@SPOKANEPOLICE.O | | |
| **Agenda Item Type** | Special Budget Ordinance | | |
| **Council Sponsor(s)** | KTELIS MCATHCART | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | PERSONAL PROTECTIVE EQUIPMENT - SBO | | |

## Agenda Wording

Special budget ordinance increasing appropriations in the Forfeitures and Contributions fund for the purchase of personal protective equipment, specifically prescription eye-wear inserts for standard issue officer gas masks.

## Summary (Background)

Spokane Police Department (SPD) officers have department issued gas masks that do not allow for standard prescription glasses to be worn inside the mask. For officers to safely utilize their masks during deployment, special inserts and prescription lenses must be purchased for those who need it. SPD estimates that approximately 65 officers could need this accommodation, which would cost an estimated $8,260 for the inserts and $16,740 for lenses. The forfeiture funds have already been received and are in fund 1560's reserves/fund balance. Federal forfeitures have been trending higher than budgeted so far in 2026.

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

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

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

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

**Council Subcommittee Review**

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | NO |
| Total Cost | $ 25,000.00 |
| Current Year Cost | $ 25,000.00 |
| Subsequent Year(s) Cost | $ |

## Narrative

Increase appropriation by $25,000 in the Forfeitures and Contributions Fund

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 25,000.00 | # 1560-17100-21250-53205-68084 |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

| | |
|---|---|
| **Funding Source** | One-Time |
| **Funding Source Type** | Reserves |

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

| | |
|---|---|
| **Expense Occurrence** | One-Time |

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | HALL, KEVIN | PS EXEC REVIEW | YATES, MAGGIE |
| Division Director | HALL, KEVIN | MANAGEMENT & | MILLER, JACOB |
| Accounting Manager | HAACK, KELLY A. | | |
| Legal | SCHOEDEL, ELIZABETH | | |
| For the Mayor | PICCOLO, MIKE | | |

## Distribution List

| | |
|---|---|
| | spdfinance@spokanepolice.org |
| spdexecutivestaff@spokanepolice.org | |
| | |
| | |
| | |

**ORDINANCE NO. ORD C36886**

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO PURCHASE PRESCRIPTION EYEWEAR EQUIPMENT FOR GAS MASKS, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the 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 Council 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 Fund, the following changes be made:

1) Increase appropriation by $25,000.
A) Of the increased appropriation, $25,000 is provided solely for personal protective equipment.

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 purchase prescription eyewear equipment for gas masks, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

# Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 06/01/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 06/22/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 5/22/2026 | | |
| **Clerk's File #** | ORD C36885 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | FINANCE & ADMINISTRATION | **Bid #** | |
| **Contact Name/Phone** | MATT BOSTON X6820 | **Requisition #** | |
| **Contact E-Mail** | MBOSTON@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Special Budget Ordinance | | |
| **Council Sponsor(s)** | KTELIS MCATHCART | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | SPECIAL BUDGET ORDINANCE – PUBLIC SAFETY SIP LOANS FOR POLICE AND | | |

## Agenda Wording

To ensure timely purchasing of capital equipment, Police and Fire departments need to finance their equipment purchase(s) with a loan from the Spokane Investment Pool (SIP).

## Summary (Background)

A single SIP loan totaling $4,000,000 will be issued to finance Police and Fire capital equipment purchases. Of the total amount, $2,500,000 will support Police capital equipment and $1,500,000 will support Fire capital equipment. This financing implements the funding plan identified in the 2026-2031 Capital Improvement Program (CIP) for the acquisition of Police and Fire capital equipment. The SIP loan will be structured as a line of credit, allowing funds to be drawn as needed. The first draw is anticipated to occur after December 1, 2026.

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

N/A

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

N/A

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

N/A

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

N/A

**Council Subcommittee Review**

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | NO |
| Total Cost | $ 4,000,000 |
| Current Year Cost | $ 4,000,000 |
| Subsequent Year(s) Cost | $ 0 |

## Narrative

Issuing a SIP loan for Police and Fire capital allows them to acquire the equipment they need today and pay for it over the next five years as they use it.

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 2,500,000 | # 5901-XXXXX-97186-80102-99999 |
| Expense | $ 1,500,000 | # 5901-XXXXX-97187-80102-99999 |
| Revenue | $ 2,500,000 | # 5902-XXXXX-99999-39787-99999 |
| Expense | $ 2,500,000 | # 5902-XXXXX-94210-56401-XXXXX |
| Revenue | $ 1,500,000 | # 5903-XXXXX-99999-39787-99999 |
| Expense | $ 1,500,000 | # 5903-XXXXX-94220-56401-XXXXX |

| | |
|---|---|
| **Funding Source** | One-Time |
| **Funding Source Type** | Reserves |

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

No, this is an internal SIP loan.

| | |
|---|---|
| **Expense Occurrence** | One-Time |

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

To purchase one-time capital equipment.

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | STRATTON, JESSICA | MANAGEMENT & | MILLER, JACOB |
| Division Director | STRATTON, JESSICA | | |
| Accounting Manager | HAACK, KELLY A. | | |
| Legal | SCHOEDEL, ELIZABETH | | |
| For the Mayor | PICCOLO, MIKE | | |

## Distribution List

| | |
|---|---|
| jmiller@spokanecity.org | Jstratton@spokanecity.org |
| mboston@spokanecity.org | sneal@spokanecity.org |
| | |
| | |
| | |

**ORDINANCE NO. ORD C36885**

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO FINANCE THE PURCHASE OF PUBLIC SAFETY CAPITAL EQUIPMENT, AND DECLARING AN EMERGENCY.

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

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

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

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

1) Increase appropriation by $4,000,000.
A) Of the increased appropriation, $2,500,000 is provided solely for an operating transfer-out to the Police Capital Fund.
B) Of the increased appropriate, $1,500,000 is provided solely for an operating transfer-out to the Fire Capital Fund.

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

1) Increase revenue by $2,500,000.
A) Of the increased revenue, $2,500,000 is provided solely from an operating transfer-in from the SIP Debt Fund.

2) Increase appropriation by $2,500,000.
A) Of the increased appropriation, $2,500,000 is provided solely for capital machinery/equipment.

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

1) Increase revenue by $1,500,000.
A) Of the increased revenue, $1,500,000 is provided solely from an operating transfer-in from the SIP Debt Fund.

2) Increase appropriation by $1,500,000.
A) Of the increased appropriation, $1,500,000 is provided solely for capital machinery/equipment.

Section 4. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to finance the purchase of public safety capital 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 by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

# Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 06/01/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 06/22/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 5/21/2026 | | |
| **Clerk's File #** | RES 2026-0042 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | FINANCE & ADMINISTRATION | **Bid #** | |
| **Contact Name/Phone** | MATT BOSTON 509-625-6820 | **Requisition #** | |
| **Contact E-Mail** | MBOSTON@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Resolutions | | |
| **Council Sponsor(s)** | KTELIS MCATHCART | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | PUBLIC SAFETY SIP LOAN | | |

## Agenda Wording

City of Spokane, Washington, providing for the issuance and sale of taxable Limited Tax General Obligation Bonds in the aggregate principal amount of not to exceed $4,000,000.

## Summary (Background)

City of Spokane, Washington, providing for the issuance and sale of taxable Limited Tax General Obligation Bonds in the aggregate principal amount of not to exceed $4,000,000; establishing interfund loan facilities from the Spokane Investment Pool to finance capital needs for public safety vehicles, improvements, equipment, and apparatus; fixing the date, form, maturity, interest rate, terms and covenants of the bonds; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

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

N/A - debt financing for public safety capital

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

N/A - debt financing for public safety capital

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

N/A - debt financing for public safety capital

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

CIP purchases are budgeted to use this funding.

**Council Subcommittee Review**

N/A

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | NO |
| Total Cost | **$** $4,000,000 |
| Current Year Cost | **$** |
| Subsequent Year(s) Cost | **$** |

## Narrative

SIP loan of $4,000,000 for Public Safety to finance capital needs. SBO to accompany this resolution.

| Amount | | Budget Account |
|---|---|---|
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |

| | |
|---|---|
| **Funding Source** | One-Time |
| **Funding Source Type** | Select |

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

| | |
|---|---|
| **Expense Occurrence** | One-Time |

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| **Dept Head** | STRATTON, JESSICA | | |
| **Division Director** | STRATTON, JESSICA | | |
| **Accounting Manager** | HAACK, KELLY A. | | |
| **Legal** | SCHOEDEL, ELIZABETH | | |
| **For the Mayor** | PICCOLO, MIKE | | |

## Distribution List

| | |
|---|---|
| mboston@spokane.org | jstratton@spokane.org |
| jmiller@spokane.org | |
| | |
| | |
| | |

**CITY OF SPOKANE, WASHINGTON**

**PUBLIC SAFETY VEHICLES, IMPROVEMENTS, EQUIPMENT, AND APPARATUS**

**LIMITED TAX GENERAL OBLIGATION BONDS**
**SERIES [YEAR] (TAXABLE)**

---

**RESOLUTION NO. 2026–0042**

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of taxable Limited Tax General Obligation Bonds in the aggregate principal amount of not to exceed $4,000,000; establishing interfund loan facilities from the Spokane Investment Pool to finance capital needs for public safety vehicles, improvements, equipment, and apparatus; fixing the date, form, maturity, interest rate, terms and covenants of the bonds; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

**ADOPTED JUNE 22, 2026**

PREPARED BY:

KUTAK ROCK LLP
Spokane, Washington

**CITY OF SPOKANE, WASHINGTON**

**PUBLIC SAFETY VEHICLES, IMPROVEMENTS, EQUIPMENT, AND APPARATUS LIMITED TAX GENERAL OBLIGATION BONDS SERIES [YEAR] (TAXABLE) RESOLUTION NO. 2026-____**

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* This Table of Contents and the cover pages are not a part of the following Resolution and are included only for the convenience of the reader.

**CITY OF SPOKANE, WASHINGTON**

**RESOLUTION NO. 2026–____**

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of taxable Limited Tax General Obligation Bonds in the aggregate principal amount of not to exceed $4,000,000; establishing interfund loan facilities from the Spokane Investment Pool to finance capital needs for public safety vehicles, improvements, equipment, and apparatus; fixing the date, form, maturity, interest rate, terms and covenants of the bonds; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

**WHEREAS**, the Police Department and Fire Department of the City of Spokane (the "**City**") have identified certain vehicles, improvements, equipment, and apparatus – including (i) approximately $2.5 million for Police Department expenditures, including police vehicles and equipment, communication devices, and technology improvements (the "**Police Department Projects**") and (ii) approximately $1.5 million for Fire Department expenditures, including fire vehicles and apparatus (the "**Fire Department Projects**" and, together with the Police Department Project, the "**Projects**") – that are necessary to meet each of the department's ongoing and annual needs; and

**WHEREAS**, neither the Police Department nor the Fire Department presently have funds on hand in an amount necessary to fund such Projects, and the City Council of the City (the "**City Council**") desires to support a capital funding methodology to provide a long-term, sustainable source of funding to each of the Police Department and the Fire Department to make such purchases; and

**WHEREAS,** pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to issue general obligation bonds for the purpose of financing the acquisition of public safety vehicles, improvements, equipment, and apparatus; and

**WHEREAS,** RCW 35.39.030(4) and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments ("**Investment Policy**") authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

**WHEREAS,** the City now desires to authorize the issuance of a series of one or more limited tax general obligation bonds of the City to the Spokane Investment Pool (the "**SIP**") to be designated the "City of Spokane, Washington, Public Safety Vehicles, Improvements, Equipment, and Apparatus Limited Tax General Obligation Bonds, Series [YEAR] (Taxable)" in an aggregate principal amount of not to exceed $4,000,000 (the "**Bonds**") to be used to finance the purchase of public safety vehicles, improvements, equipment, and apparatus and to pay the costs of issuance of the Bonds; and

**WHEREAS**, the City intends to repay the Bonds with all legally available funds;

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

SECTION 1. DEFINITIONS. As used in this Resolution the following words shall have the following meanings:

***Annual Debt Service*** for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bonds. If the interest rate on any such Bonds is other than a fixed rate, the rate applicable at the time of the computation shall be used.

***Asset Management Fund*** means the City's existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest on the Bonds shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bonds and all Draws thereon shall be paid into a separate account within the Asset Management Fund and used to pay the costs of the Projects.

***Bond*** means the City of Spokane, Washington, Public Safety Vehicles, Improvements, Equipment, and Apparatus, Limited Tax General Obligation Bonds, Series [YEAR] (Taxable), issued pursuant to this Resolution in the aggregate principal amount of not to exceed $4,000,000.

***Bond Owner*** or ***Registered Owner*** means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

***Bond Registrar*** means the Treasurer or any successor appointed by the Treasurer.

***Bond Year*** means the twelve (12) month period beginning on the date of issuance of the Bonds.

***City*** means the City of Spokane, Spokane County, Washington, a first-class city duly organized and existing under the laws of the State of Washington and its City Charter.

***City Council*** means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

***Draw or Draws*** means incremental draws on the Bonds as requested by the City.

***Draw Period*** means the period during which the City may draw on the principal loan amount established hereunder, beginning on the date of issuance of the Bonds and ending two (2) years later.

***Loan Draw Record*** means the administrative record kept by the SIP to record the date and dollar amounts of the Draws on the Bonds made by the City.

***Maturity Date*** means a date established by SIP upon purchase of each Term Bond, in conformance with the semi-annual payment dates for each Term Bond, provided, such date shall not exceed the date that is five years from the date of issuance of each Term Bond.

***Mayor*** means the Mayor of the City.

***Outstanding Principal Balance of the Bonds*** means on any particular day the aggregate of all funds that the City has drawn from the SIP under the Bonds to that day, less the aggregate of all principal payments on the Bonds made by the City on or before that day.

***Permitted Investments*** means any investments of City funds permitted under the laws of the State of Washington or the City's Investment Policy as amended from time to time.

***Projects*** means the plan for the acquisition of public safety vehicles, improvements, equipment, and apparatus as specified and adopted in Section 3 of this Resolution.

***Resolution*** means this Resolution, which authorizes, among other things, the City to issue the Bonds.

***SIP*** means the Spokane Investment Pool.

***SIP Internal Lending Rate*** means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated as of the first day of the month in which the Draw is made, as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

***Term Bond*** means any borrowing outstanding on the multiple draw loan established hereunder that the City converts to a fixed rate term loan pursuant to the provisions of Section 5 of this Resolution.

***Treasurer*** means the Treasurer of the City, or any successor to the functions of the Treasurer.

SECTION 2. RULES OF INTERPRETATION. In this Resolution, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Resolution, refer to this Resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this Resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect;

(e) All references herein to "articles," "sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

SECTION 3. PLAN OF CAPITAL ACQUISITIONS.

The City has identified certain capital needs for public safety vehicles, improvements, equipment, and apparatus – including (i) approximately $2.5 million for Police Department expenditures including police vehicles and equipment, communication devices, and technology improvements (as previously defined, the "**Police Department Projects**") and (ii) approximately $1.5 million for Fire Department expenditures, including fire vehicles and apparatus (as previously defined, the "**Fire Department Projects**" and, together with the Police Department Project, the "**Projects**") – that are necessary to meet each of the Police Department and the Fire Department's ongoing and annual needs. The City hereby approves such Projects. The Projects will be undertaken in accordance with specifications and contracts for acquisition approved by the Mayor, City Council or their designees from time to time. The City intends to repay the costs of such Projects, initially financed with the Bonds, with legally available funds.

SECTION 4. AUTHORIZATION AND DESCRIPTION OF BONDS AND TERM BONDS.

To finance costs of the Projects, the City shall issue a series of Limited Tax General Obligation ("**LTGO**") bonds of the City to the SIP in the aggregate principal amount of not to exceed $4,000,000 (the "**Bonds**") to establish an interfund loan facility with the SIP of not to exceed $4,000,000; provided that the principal amount due and owing thereunder shall be measured by the total Draws made, as evidenced by the Loan Draw Record attached to the Bonds. The Term Bonds shall be designated the "City of Spokane Public Safety Vehicles, Improvements, Equipment, and Apparatus Limited Tax General Obligation Bonds, Series [YEAR] (Taxable)."

The Term Bonds shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed the amount of a Draw, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date.

Each Term Bond shall bear interest at the applicable SIP Internal Lending Rate. Interest on each Term Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Each Term Bond shall be amortized to create approximately level debt service based on

semiannual payments of principal and interest, with final payment of principal and all accrued interest on the applicable Maturity Date.

SECTION 5. SALE OF BONDS; ISSUANCE OF TERM BONDS.

(a) *Approval of Sale.* The City Council hereby approves the SIP's offer to purchase the Bonds and Term Bonds and to establish and secure an interfund loan on the terms set forth in this Resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City for the benefit of the SIP.

(b) *Draws on the Interfund Loan Facility.* During the Draw Period, requests for Draws on the interfund loan facility established hereunder may be made in writing in a form provided by or acceptable to the Chief Finance Officer of the City and shall provide SIP with no less than thirty (30) days' notice of the intent to draw on the facility.

(c) *Issuance of Term Bonds.* Upon payment of any Draw request, the City shall immediately convert the Draw amount to a Term Bond. Each Term Bond shall specify the principal amount, the issue date (which shall be the date of the Draw), the SIP Internal Lending Rate and the applicable Maturity Date, which shall not exceed five (5) years from the date of issuance of such Term Bond. On or prior to the Draw date, the SIP shall provide the City with an amortization schedule for the Term Bond and the applicable amount remaining available on the Bonds established hereunder.

At no time shall the Outstanding Principal Balance of the Bonds exceed $4,000,000 and only the Outstanding Principal Balance of the Bonds shall be used for purposes of determining compliance with the diversification requirements set forth in Section 5.11 of the City's Investment Policy.

(d) *Prepayment.* At the option of the City, or upon demand of the SIP, the Outstanding Principal Balance of the Bonds may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal. At the option of the City, any Term Bond may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

SECTION 6. APPLICATION OF BOND PROCEEDS; DRAWS.

The proceeds of draws on the Bonds shall be expended solely to pay the costs of the Projects and pay the costs of issuing the Bonds, as authorized herein. Following the execution and delivery of the Bonds, the City shall notify the SIP in writing each time that a Draw is required to pay costs of the Project. The SIP will then notify the Treasurer of its intent to transfer a Draw (including the dollar amount of the Draw and the date on which the Draw amount will be transferred to the City). Draws can be made on the Bonds for a period of two (2) years after the effective date of this Resolution.

There has previously been created in the office of the Treasurer a special fund known as the Asset Management Fund. The proceeds of Draws on the Bonds shall be paid into the Asset

Management Fund to provide for the payment of costs of the Projects and the payment of expenses incidental thereto. The Treasurer may invest any funds in the Asset Management Fund temporarily in Permitted Investments that will mature prior to the date on which such money shall be needed. Earnings on such investments shall accrue to the benefit of the Asset Management Fund. The proceeds of any Draw shall be expended solely to pay the costs of the Projects or pay costs of issuance of the Bonds.

The Bonds are not intended to be a revolving obligation; the aggregate principal amount outstanding under the Bonds and any Term Bonds may never exceed $4,000,000, and principal amounts repaid may not be reborrowed. The available principal of the Bonds shall be disbursed as borrowings from time to time by the SIP upon request from the City (each such disbursement herein referred to as a "**Draw**"), as provided in this Resolution. Draws shall be recorded on the Loan Draw Record attached to the Bonds, or in such other form as the City and the SIP may agree.

SECTION 7. PLEDGE OF FUNDS AND CREDIT.

To pay principal of and interest on the Bond and Term Bonds as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay when due the principal of and interest on the Bonds and Term Bonds. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

SECTION 8. REGISTRATION AND PAYMENTS.

The Treasurer shall act as authenticating agent, paying agent and registrar for the Bonds and Term Bonds (collectively, the "**Bond Registrar**"). Both principal of and interest on the Bonds and Term Bonds shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bonds and Term Bonds shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bonds and Term Bonds shall be paid upon presentation and surrender of the Bonds or Term Bonds to the Bond Registrar. The Bonds and Term Bonds are not transferable.

SECTION 9. EXECUTION AND AUTHENTICATION OF BONDS AND TERM BONDS.

The Bonds and Term Bonds shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon.

Only Bonds and Term Bonds that bear an Authentication and Registration Certificate in the form set forth in Section 10 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution. Such Authentication and Registration Certificate shall be conclusive evidence that the Bonds and Term Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

In case any of the officers who shall have executed the Bonds or Term Bonds shall cease to be an officer or officers of the City before the Bonds or Term Bonds shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bonds or Term Bonds may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bonds and Term Bonds may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bonds or Term Bonds shall be the proper officers of the City although at the original date of the Bonds or Term Bonds any such person shall not have been such officer of the City.

SECTION 10. FORM OF BOND.

The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. R-__ $4,000,000
(or as much thereof as is shown on the attached Loan Draw Record)

STATE OF WASHINGTON
CITY OF SPOKANE
PUBLIC SAFETY VEHICLES, IMPROVEMENTS, EQUIPMENT, AND APPARATUS
LIMITED TAX GENERAL OBLIGATION BONDS
SERIES [YEAR] (TAXABLE)

| | |
|---|---|
| INTEREST RATE: | SIP Internal Lending Rate, as described in the Bond Resolution, and subject to conversion to fixed rates for Term Bonds, as described in the Bond Resolution |
| MATURITY DATE: | _____ |
| REGISTERED OWNER: | CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL |

TAX IDENTIFICATION #: 91-6001280

| | |
|---|---|
| PRINCIPAL AMOUNT: | FOUR MILLION AND NO/100 DOLLARS (or as much thereof as is shown on the attached Loan Draw Record) |

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the "**City**"), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond, in an amount not to exceed the Principal Amount indicated above, plus interest.

This Bond is issued under authority of Resolution No. 2026-____, adopted by the City Council on June 22, 2026 (the "**Bond Resolution**"), to document and secure an interfund loan

from the Spokane Investment Pool ("**SIP**") to pay a portion of the costs of acquiring public safety vehicles, improvements, equipment, and apparatus and to pay the costs of issuance of the Bond. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on a particular principal amount drawn on the interfund loan established hereunder shall be determined from the date the SIP honors the Draw, shall be set at the SIP Internal Lending Rate on that date of such Draw, and shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The cumulative total of all Draws on the interfund loan secured by the Bond (including any Term Bonds) may not exceed $4,000,000.

Both principal of and interest on this Bond are payable in lawful money of the United States of America. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the "**Bond Registrar**") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable. This Bond is prepayable upon demand of the SIP.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth above, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on the Bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay such principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Authentication and Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this Bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this Bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the ___ day of _____, 2026.

CITY OF SPOKANE, WASHINGTON

By_____/s/_____
Mayor

ATTEST:

_____/s/_____
City Clerk

(SEAL)

AUTHENTICATION AND REGISTRATION CERTIFICATE

Date of Authentication: _____, 2026

This bond is the Public Safety Vehicles, Improvements, Equipment, and Apparatus Limited Tax General Obligation Bonds, Series [YEAR] (Taxable) of the City dated _____, 2026 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane,
as Bond Registrar

By_____/s/_____

The Loan Draw Record shall be in substantially the following form:

CITY OF SPOKANE, WASHINGTON
PUBLIC SAFETY VEHICLES, IMPROVEMENTS, EQUIPMENT, AND APPARATUS
LIMITED TAX GENERAL OBLIGATION BONDS, SERIES [YEAR] (TAXABLE)

LOAN DRAW RECORD

| | Draw Date | Draw Amount | Draw Total |
|---|---|---|---|
| Draw No. 1 | | | |
| Draw No. 2 | | | |
| Draw No. 3 | | | |
| Draw No. 4 | | | |
| Draw No. 5 | | | |

SECTION 11. ONGOING DISCLOSURE.

The Bonds are not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bonds.

SECTION 12. PRIOR ACTS.

All acts taken pursuant to the authority of this Resolution but prior to its effective date are hereby ratified and confirmed.

SECTION 13. SEVERABILITY.

If any provision in this Resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Resolution and shall in no way affect the validity of the other provisions of this Resolution or of the Bonds.

SECTION 14. EFFECTIVE DATE.

This Resolution shall become effective immediately upon its adoption.

*[Remainder of Page Intentionally Left Blank]*

Adopted this 22nd day of June, 2026.

CITY OF SPOKANE
Spokane County, Washington

_____
Betsy Wilkerson, City Council President

ATTEST:

_____
Clerk

_____
Mayor Lisa Brown

(SEAL)

APPROVED AS TO FORM:

_____
City Attorney

_____
Tanya L. Lawless, Bond Counsel

# Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 05/28/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 06/15/2026

| | |
|---|---|
| **Date Rec'd** | 5/20/2026 |
| **Clerk's File #** | ORD C36884 |
| **Cross Ref #** | |
| **Project #** | |
| **Bid #** | |
| **Requisition #** | |

| | |
|---|---|
| **Submitting Dept** | MAYOR |
| **Contact Name/Phone** | ALEX SCOTT 6779 |
| **Contact E-Mail** | AMCDANIEL@SPOKANECITY.ORG |
| **Agenda Item Type** | First Reading Ordinance |
| **Council Sponsor(s)** | BWILKERSON MCATHCART PDILLON SDIXIT KKLITZKE KTELIS ZZAPPONE |
| **Sponsoring at Administrators Request** | YES |
| **Lease?** NO | **Grant Related?** NO **Public Works?** NO |
| **Agenda Item Name** | ESTABLISHING THE SPOKANE URBAN NATIVE ADVISORY COUNCIL (SUNAC) |

## Agenda Wording

An ordinance establishing the Spokane Urban Native Advisory Council (SUNAC) to strengthen and guide the City of Spokane's relationship with the community's urban Native residents; creating a new Chapter 04.42 to Title 04 of the Spokane Municipal Code.

## Summary (Background)

The Brown Administration and City Council intend to establish the Spokane Urban Native Advisory Council (SUNAC) to advise the Mayor, City Council, and City staff on policies, programs, and initiatives affecting the urban Native population and grounding City decision-making in lived experience, cultural knowledge, and a commitment to equity and sovereignty-informed partnership.

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

Approximately 70% of American Indians and Alaska Natives (AI/AN) now live in urban areas, a demographic shift driven largely by historical federal relocation policies and high rates of poverty and unemployment on the United States' Indian reservations. The 2020 Census identified roughly 25,000 American Indians and Alaska Natives (AI/AN) residents living in the Spokane area when considering those who identify as Native alone or in combination with another race. The purpose and mission of the Spokane Urban Native Advisory Council (SUNAC) will be to strengthen and guide the City of Spokane's relationship with the community's urban Native

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

There are many opportunities for the Spokane Urban Native Advisory Council (SUNAC) to collect, analyze, and report data on issues affecting the urban Native community. Part of SUNAC's strategic priorities includes identifying gaps in services affecting urban Native residents and providing recommendations and strategies for improving coordination between the City and community providers, and helping to improve the City's understanding of the urban Native population by recommending and helping the City implement better data practices.

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

The Spokane Urban Native Advisory Council (SUNAC) will publish a year-end report summarizing the activities, accomplishments, challenges, and recommendations to improve or enhance City programs, services, and engagement with Spokane's urban Native community.

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

This proposal aligns with the City of Spokane's Comprehensive Plan.

## Council Subcommittee Review

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

**Narrative**

| **Amount** | | **Budget Account** |
|---|---|---|
| Select | **$** | **#** |
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| | | |

| **Funding Source** | N/A |
|---|---|
| **Funding Source Type** | Select |

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

| **Expense Occurrence** | N/A |
|---|---|

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

| **Approvals** | | **Additional Approvals** | |
|---|---|---|---|
| **Dept Head** | MCDANIEL, ADAM | | |
| **Division Director** | | | |
| **Accounting Manager** | BUSTOS, KIM | | |
| **Legal** | SCHOEDEL, ELIZABETH | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
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**ORDINANCE NO. C36884**

An ordinance formally establishing the Spokane Urban Native Advisory Council (SUNAC) to strengthen and guide the City of Spokane's relationship with the community's urban Native residents; creating a new Chapter 04.42 to Title 04 of the Spokane Municipal Code.

**WHEREAS,** Native residents are a growing and visible community whose cultural, economic, and civic contributions strengthen the city of Spokane and the entire region; and

**WHEREAS,** Native residents of Spokane are artists, culture-leaders, educators, entrepreneurs, healthcare providers, and leaders; and

**WHEREAS,** Native-led healthcare institutions provide culturally responsive care to thousands of patients throughout the region; and

**WHEREAS,** Tribally owned enterprises are major regional employers and economic drivers; and

**WHEREAS,** Native-owned businesses contribute to Spokane's local economy across multiple sectors, including arts, construction, hospitality, retail, and professional services; and

**WHEREAS,** approximately 70% of American Indians and Alaska Natives (AI/AN) now live in urban areas, a demographic shift driven largely by historical federal relocation policies and high rates of poverty and unemployment on the United States' Indian reservations; and

**WHEREAS,** the 2020 Census identified roughly 25,000 American Indians and Alaska Natives (AI/AN) residents living in the Spokane area when considering those who identify as Native alone or in combination with another race; and

**WHEREAS,** as descendants of the original stewards of this land and as vital contributors to Spokane's civic, cultural, and economic life, urban Native residents play a central role in shaping a healthy and equitable city; and

**WHEREAS,** to ensure this significant and vibrant community is meaningfully represented, the Brown Administration and City Council intend to establish the Spokane Urban Native Advisory Council (SUNAC) to advise the Mayor, City Council, and City staff on policies, programs, and initiatives affecting the urban Native population and grounding City decision-making in lived experience, cultural knowledge, and a commitment to equity and sovereignty-informed partnership.

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

**Section 1.** There is enacted a new chapter 04.42 to Title 04 of the Spokane

Municipal Code to read as follows:


Chapter 04.42 Spokane Urban Native Advisory Council
04.42.010 Purpose and Mission
04.42.020 Membership
04.42.030 Appointment and Term
04.42.040 Structure and Ancillary Powers
04.42.050 Duties and Responsibilities
04.42.060 Strategic Priorities


**04.42.010 Purpose and Mission**

The purpose and mission of the Spokane Urban Native Advisory Council (SUNAC) is to strengthen and guide the City of Spokane's relationship with the community's urban Native residents. The SUNAC will support and guide the City in honoring its trust and treaty responsibilities, strengthening government-to-community relationships, and ensuring Native voices and lived experiences inform public policy, projects, and City initiatives. The SUNAC will work to advance the well-being, visibility, and participation of urban Native people throughout Spokane through collaboration, cultural knowledge, and lived experiences.

**04.42.020 Membership**

A. The Spokane Urban Native Advisory Council (SUNAC) shall consist of up to twelve (12) voting members.

B. All SUNAC members shall be tribal citizens, tribal descendants, or recognized members of the Indian community representing the urban Native community.

C. The membership of the SUNAC shall reflect a broad range of experience, expertise, and diversity of viewpoints with a commitment to providing objective and sound advice to the Mayor and City Council, representative of the urban Native community.

D. SUNAC members should possess expertise or experience in economic development, small business, education, youth programs, healthcare, or human services, and represent Native-led organizations defined as.

    1. An organization where a majority of the Board of Directors and executive leadership identify as American Indian or Alaska Native;

    2. An organization where at least fifty percent (50%) of clients, participants, or the organization's constituency identify as Indigenous; or

    3. An organization demonstrating ongoing engagement with and

accountability to the Spokane Indigenous community.

E. The Mayor or their designee shall serve as a non-voting liaison to the SUNAC.

F. The City Council may appoint a city council member to serve as a non-voting liaison to the SUNAC.

G. SUNAC members shall meet the City's conflict of interest requirements.

**04.42.030 Appointment and Term**

A. Term

1. Spokane Urban Native Advisory Council (SUNAC) members are nominated by the Mayor and appointed by the City Council.

2. The term of office shall be three years.

3. Initial and subsequent SUNAC members may be appointed to such shorter and/or longer terms as are necessary to achieve a term cycle that ensures half of the Council's term expires in odd-numbered years.

4. No SUNAC member shall serve more than two consecutive full terms.

B. Vacancy

1. Any vacancy may be filled for an unexpired term in the same manner as for an original appointment under this section as amended.

2. Appointment to fill the balance of an unexpired term where more than half of the unexpired term remains shall be considered a full term

C. To achieve broad representation, city residency shall not be required to serve on the Spokane Urban Native Advisory Council; provided, however, all SUNAC members shall be residents of Spokane County.

**04.42.040 Structure and Ancillary Powers**

A. The Spokane Urban Native Advisory Council (SUNAC) may utilize a committee structure to execute its functions and adopt internal rules of procedure to accomplish its duties.

B. The SUNAC shall select a Chair and Vice-Chair for the Council from voting members appointed through the process outlined in SMC 04.42.030 for a term of two years. The Chair shall preside over meetings, and the Vice Chair shall preside over meetings in the absence of the Chair. The SUNAC may appoint other officers as it deems necessary.

C. The SUNAC may host joint meetings with the City Council, Climate Resilience and Sustainability Board, Park Board Plan Commission, Transportation Commission, and other relevant boards and commissions.

**04.42.050 Duties and Responsibilities**

A. The Spokane Urban Native Advisory Council (SUNAC) shall develop an annual strategic priorities work plan in consultation with the Mayor and designated staff, which the City Council may adopt.

B. The Spokane Urban Native Advisory Council (SUNAC) shall have the following duties and responsibilities as executed through the annual strategic priorities work plan:

1. Advocacy & Leadership: The SUNAC will provide a distinct but collective voice to advise the Mayor, City Council, and City staff on policy, projects, and financial decisions that impact Native residents and communities;

2. Cultural Preservation and Visibility: The SUNAC will promote opportunities for Native cultural practices, languages, art, and traditions to be recognized, respected, and incorporated within Spokane's public institutions, public spaces, and community events.

3. Engagement and Partnership Standards: The SUNAC will develop and recommend best practices to the City to guide the City in effectively engaging its urban Native residents, Native-led organizations, and Tribal partners through transparent, respectful, and culturally informed processes through the practice of Urban Indian Confer policies.

4. Access to Resources and Civic Participation: The SUNAC will advise the City on improving and enhancing Native residents' access to City services, economic opportunities, housing, healthcare, and civic participation.

5. Policy Development: The SUNAC will establish a framework for the City to confer with urban Indian organizations, groups, and businesses, ensuring the City fulfills its fiduciary, trust, and social obligations.

6. Community Programming and Public Education: The SUNAC will lead, support, and help coordinate community initiatives, cultural events, and educational opportunities that foster understanding, visibility, and connection between Native communities and the broader Spokane public. The City may provide funding to support SUNAC community engagement activities.

C. The Spokane Urban Native Advisory Council (SUNAC) shall publish a year-end report summarizing the activities, accomplishments, challenges, and recommendations to improve or enhance City programs, services, and engagement with Spokane's urban Native community based on the annual strategic priorities work plan.

**04.42.060 Strategic Priorities**

The Spokane Urban Native Advisory Council (SUNAC) shall provide advice and recommendations to the Mayor, City Council, and City staff on the actions necessary to strengthen the City of Spokane's relationship with the community's urban Native residents. Specifically, the SUNAC will:

A. Facilitate collaboration among the City of Spokane, urban Native organizations, and regional Tribal Nations to strengthen community partnerships and improve access and outcomes in health, housing, safety, and community well-being;

B. Facilitate and encourage opportunities for Native youth leadership, mentorship, and civic engagement;

C. Improve Native representation in City decision-making by assisting the City in recruiting and increasing Native participation on City boards, commissions, community listening sessions, and other community engagement opportunities;

D. Initiate projects and support initiatives that recognize Native history, culture, and contemporary presence in Spokane's public spaces, programming, and institutions through public art, land acknowledgments, interpretative signage, and other cultural programming;

E. Identify gaps in services affecting urban Native residents and provide recommendations and strategies for improving coordination between the City and community providers;

F. Improve the City's understanding of the urban Native population by recommending and helping the City implement better data practices;

G. Increase economic opportunity by supporting pathways for Native entrepreneurs, artists, and businesses to participate in economic development initiatives, procurement opportunities, and cultural tourism.

**Section 2.** Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 3.** Clerical Errors. Upon approval by the city attorney, the city clerk is

authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

| | | | |
|---|---|---|---|
| **Agenda Sheet for City Council:**<br>**Committee:** PIES **Date:** 04/13/2026<br>**Committee Agenda type:** Discussion<br>**Council Meeting Date:** 06/01/2026 | | **Date Rec'd** | 4/9/2026 |
| | | **Clerk's File #** | ORD C36877 |
| | | **Cross Ref #** | |
| | | **Project #** | |
| **Submitting Dept** | CITY COUNCIL | **Bid #** | |
| **Contact Name/Phone** | PAUL DILLON 625-6254 | **Requisition #** | |
| **Contact E-Mail** | PDILLON@SPOKANECITY.ORG | | |
| **Agenda Item Type** | First Reading Ordinance | | |
| **Council Sponsor(s)** | PDILLON KKLITZKE SDIXIT | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | ORDINANCE ESTABLISHING RIGHT TO COOLING | | |

## Agenda Wording

An Ordinance creating a right for cooling for residential tenants and requiring that adequate cooling be provided by January 1, 2031; amending section 10.57.140, enacting a new section 10.57.175 of Chapter 10.57 and repealing Section 10.57.170 of the Spokane Municipal Code.

## Summary (Background)

Cooling devices are becoming an essential element of habituality. This ordinance is to ensure that renters have access to cooling devices, and requires that all rentals have adequate cooling by the year 2031. According to the memorandum "Spokane Climate Impacts and Climate Justice," average annual temperatures in Spokane have increased by 2ºF since 1950 and peak August temperatures have risen 3.5ºF since 1979, and summer temperatures are projected to increase by another 3.6ºF by 2049. According to the 2023 report "In the Hot Seat" by the University of Washington Climate Impacts Group, Washington state is expected to see an increase in extreme heat days, a projected average of 20-30 extreme heat days annually by the 2050s compared to the average of three extreme heat days per year between 1971 and 2021. Extreme heat can cause illness and death. The 2021 Northwest Heat Dome resulted in at least 19 heat-related deaths and over 300 people seeking medical treatment for heat related illness in Spokane County. Extreme heat is the number one weather-related cause of death in the U.S., killing more people most years than hurricanes, floods, and tornadoes combined. According to Spokane's "Climate Risk and Vulnerability Assessment" the elderly and youth are particularly vulnerable to health impacts resulting from extreme heat. In addition, poor outdoor air quality due to wildfire smoke often prevents residents from safely opening windows for cooling, making indoor cooling essential to maintaining the health and safety of Spokane residents. This ordinance is intended to establishing performance-based cooling requirements to ensure that all landlords operate under fair and consistent habitability standards. Currently state law requires a residential landlord to "keep the premises fit for human habitation," and also requires a residential landlord to "provide facilities adequate to supply heat and water and hot water as reasonably required by the tenant." Just as heating is an essential service to maintain habitability in the winter months, our changing climate now requires that cooling similarly

be treated as an essential service to maintain habitability in the summer months. This ordinance amends the current provisions requiring landlords to allow cooling devices in certain instances, and replaces them with provisions that require landlords to allow portable cooling devices to ensure an ambient temperature at 80 degrees or lower, and requires landlord install and maintain cooling mechanisms for all residential units by the year 2031. This ordinance represents an expansion of Spokane's habitability standards and establishes cooling as an essential service on par with heating. The primary long-term goal of this ordinance is to ensure that 100% of residential rental units in Spokane provide adequate cooling to tenants by January 1, 2031.

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

See separate Equity Assessment

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

See separate Equity Assessment

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

See separate Equity Assessment

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

This ordinance expands existing tenant protections relating to cooling in SMC 10.57.170.

**Council Subcommittee Review**

The Climate Resilience and Sustainability Board (CRSB) has reviewed the ordinance and unanimously recommended its passage.

**Fiscal Impact**

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

**Narrative**

See separate fiscal analysis

| **Amount** | | **Budget Account** |
|---|---|---|
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |

| | |
|---|---|
| **Funding Source** | N/A |
| **Funding Source Type** | Select |
| **Is this funding source sustainable for future years, months, etc?** | |

| | |
|---|---|
| **Expense Occurrence** | N/A |
| **Other budget impacts (revenue generating, match requirements, etc.)** | |

| **Approvals** | | **Additional Approvals** | |
|---|---|---|---|
| **Dept Head** | | | |
| **Division Director** | | | |
| **Accounting Manager** | BUSTOS, KIM | | |
| **Legal** | PICCOLO, MIKE | | |
| **For the Mayor** | | | |

| **Distribution List** | |
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# ORDINANCE NO. C36877

An Ordinance creating a right for cooling for residential tenants and requiring that adequate cooling be provided by January 1, 2031; amending section 10.57.140, enacting a new section 10.57.175 of Chapter 10.57 and repealing Section 10.57.170 of the Spokane Municipal Code.

**WHEREAS**, according to the memorandum "Spokane Climate Impacts and Climate Justice," average annual temperatures in Spokane have increased by 2ºF since 1950 and peak August temperatures have risen 3.5ºF since 1979; and

**WHEREAS**, according to the same memorandum, summer temperatures are projected to increase by another 3.6ºF by 2049; and

**WHEREAS**, according to the 2023 report "In the Hot Seat" by the University of Washington Climate Impacts Group, Washington state is expected to see an increase in extreme heat days, a projected average of 20-30 extreme heat days annually by the 2050s compared to the average of three extreme heat days per year between 1971 and 2021; and

**WHEREAS**, extreme heat can cause illness and death; and

**WHEREAS**, the 2021 Northwest Heat Dome resulted in at least 19 heat-related deaths and over 300 people seeking medical treatment for heat related illness in Spokane County; and

**WHEREAS**, extreme heat is the number one weather-related cause of death in the U.S., killing more people most years than hurricanes, floods, and tornadoes combined; and

**WHEREAS**, poor outdoor air quality due to wildfire smoke often prevents residents from safely opening windows for cooling, making adequate cooling essential to maintaining the health and safety of Spokane residents; and

**WHEREAS**, establishing performance-based cooling requirements ensures that all landlords operate under fair and consistent habitability standards; and

**WHEREAS**, according to Spokane's "Climate Risk and Vulnerability Assessment" the elderly and youth are particularly vulnerable to health impacts resulting from extreme heat; and

**WHEREAS**, RCW 59.18.060 requires a residential landlord to "keep the premises fit for human habitation"; and

**WHEREAS,** RCW 59.18.060 also requires that a residential landlord "provide facilities adequate to supply heat and water and hot water as reasonably required by the tenant"; and

**WHEREAS**, just as heating is an essential service to maintain habitability in the winter months, our changing climate now requires that cooling similarly be treated as an essential service to maintain habitability in the summer months; and

**WHEREAS**, on June 10, 2024, the City Council adopted Ordinance C36523 and establishing a tenant right to install portable cooling devices, which right has since been incorporated into state law by the 2026 Washington State Legislature in Senate Bill 6200, effective June 11, 2026; and

**WHEREAS**, the Spokane Municipal Code requires the City to provide cooling centers "when necessary to protect vulnerable individuals and families from extreme cold, extreme heat, poor air quality conditions, and severe weather events" and goes on to characterize extreme heat as "any days during which the heat index is predicted by the National Weather Service to be 95 (ninety-five) degrees Fahrenheit or higher for two (2) consecutive days or more"; and

**WHEREAS**, that City Council finds that further measures are needed to ensure the safety of tenants in Spokane during extreme heat events;

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

**Section 1**. Chapter 10.57.140 is amended to read as follows:

**Section 10.57.140 ((~~Private Right of Action~~)) Supplemental Claims, Right of Termination**

A. ((~~Any person or class of persons who claim to have been injured by a violation of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, ((10.57.170)) 10.57.175, or 10.57.180 may commence a civil action in Superior Court, not later than three (3) years after the occurrence of the alleged violation to obtain relief with respect to such violation. Upon prevailing, such aggrieved person may be awarded reasonable attorneys' fees and costs, and such other legal and equitable relief as appropriate to remedy the violation including, without limitation, the payment of compensatory damages, a penalty of up to $500, and injunctive relief.~~)) Nothing in this chapter shall be deemed to prevent any person or class of persons from commencing a cause of action or raising a defense in any court of competent jurisdiction for alleged violations of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, 10.57.175, or 10.57.180 and for harm arising therefrom. Such claims shall be in addition to any other claims or damages available under federal, state or local law.

B. If a landlord fails to comply with the requirements of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, ((~~10.57.170,~~)) or 10.57.180. and such failure was

not caused by the tenant, the tenant may terminate the rental agreement by written notice pursuant to law.

**Section 2.** Chapter 10.57.170 entitled “Portable Cooling Devices” is repealed.

**Section 3.** There is enacted a new section 10.57.175 of the Spokane Municipal Code to read as follows:

**Section 10.57.175 Cooling and Tenancy Habitability**

A. The definitions in section 10.57.005 apply to the terms in this section unless a different meaning is provided. In addition, for purposes of this section, the following terms are defined:

1. “Adequate cooling” means cooling in each bedroom of a dwelling unit that is sufficient to avoid risks to tenant health, including, but not limited to, heat exhaustion, dehydration and worsening cardiovascular or respiratory conditions.
2. “Cooling” means the use of passive cooling, mechanical cooling or both.
3. “Dwelling unit” has the meaning set forth in RCW 59.18.030 (12), when occupied by a person or persons primarily for living or dwelling purposes under a rental agreement or lease.
4. “Passive cooling” means the use of building design or nature-based solutions that prevent heat from entering a building and remove existing heat through methods such as, but not limited to, heat blocking curtains, shading, ventilation, insulation, building orientation, and material reflectivity.
5. “Mechanical cooling” means the use of devices such as, but not limited to, fans, central air conditioning, an air-source or ground-source heat pump, or a portable air conditioning device.
6. “Portable cooling device” means an air conditioner or evaporative cooler, including a device mounted in a window or one that is designed to sit on the floor, but not including a device whose installation or use requires permanent alteration to the dwelling unit.

B. Subject to section E below, a landlord may not prohibit or restrict a tenant from installing or using a portable cooling device of the tenant’s choosing, except as otherwise permitted under RCW 59.18.____ (Chapter 184, Laws of 2026, Washington State Legislature).

C. Upon the effective date of this ordinance or July 15, 2026, whichever is later, every dwelling unit governed by this chapter shall have adequate cooling in each bedroom of the dwelling unit.

D. Commencing on the effective date of this ordinance or July 15, 2026, whichever is later, if a dwelling unit does not have adequate cooling in each bedroom as required under this section, a tenant may provide a written notice of the defect given to the landlord pursuant to RCW 59.18.070. For purposes of this section, a lack of adequate cooling shall constitute a defective condition. If, more than 72 hours following the receipt of written notice, the landlord fails to remedy the defective condition, the tenant may

   1. Terminate the rental agreement and quit the premises upon written notice to the landlord without further obligation under the rental agreement, in which case the tenant shall be (a) discharged from payment of rent for any period following the termination date, and (b) entitled to a pro rata refund of any prepaid rent, and (c) shall receive a full and specific statement of the basis for retaining any of the deposit together with any refund due in accordance with RCW 59.18.280; and
   2. Pursue any other remedies set forth in this chapter or state law; and.
   3. Arrange for installation of adequate cooling in each bedroom and deduct the cost from the tenant's rent, consistent with the process and terms set forth in RCW 59.18.100.

E. On any day during which the heat index is predicted by the National Weather Service to be 95 (ninety-five) degrees Fahrenheit or higher for two (2) consecutive days or more, and subject to the limitations in RCW 59.18.____ (Chapter 184, Laws of 2026, Washington State Legislature), the tenant may install a passive or mechanical cooling measure in any room and deduct a one-time maximum of $500 (five-hundred dollars) from the tenant's normal monthly rent. to offset the cost of the passive or mechanical cooling measure. At the election of the landlord, ownership of the cooling measure shall vest in the landlord upon termination of the tenancy. Nothing in this subsection E shall be deemed to limit or restrict other rights available to the tenant under subsection D.

F. A landlord of any dwelling for which building permits for its construction were issued on or after January 1, 2027, shall provide adequate cooling via cooling methods or facilities that:

   1. Provide cooling in each bedroom of the dwelling unit.
   2. Conform to applicable law at the time of installation and are maintained in good working order; and
   3. May include central air conditioning, an air-source or ground-source heat pump, passive cooling design and techniques, a portable air conditioning device capable of filtering PM2.5 smoke particles that is provided by the landlord or other devices or methods.

G. A landlord who must limit or restrict the installation of portable cooling devices for a building shall prioritize allowing the use of devices for individuals who require a device to accommodate a disability or health concern.

H. All new leases, or any renewal of an existing lease, signed after the effective date of this ordinance shall be accompanied by a separate and prominent notice to tenants of their rights, responsibilities, and restrictions related to installation and operation of a portable cooling device.

I. Nothing in this ordinance shall be construed to limit the responsibilities of landlords to provide reasonable accommodations under existing state and federal law.

J. The City of Spokane may partner with energy providers, other regional partners, and state regulators to offer incentives or rebates for property owners who make energy-efficient improvements such as insulation, ventilating, air conditioning, weatherization, or heat pump installations, operations, and maintenance, on the condition that cost savings are shared with tenants.

K. The City of Spokane may partner with energy providers and other regional partners to identify tenants who are most vulnerable to extreme heat and provide them with adequate cooling at discounted or free rates.

L. The City of Spokane may encourage the development of heat mitigating roofs and other passive cooling site and building features by exploring code updates and incentives in Downtown and other high intensity areas of the city to reduce energy use and improve resilience.

M. This ordinance is intended to require cooling in structures intended or used for residential rental use or tenant habitability. Nothing in this ordinance shall be construed to require cooling systems that do not comply with residential and emergency building codes adopted under RCW 19.27.

**Section 4**. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 5**. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

ORD C36877 (TELIS AMENDMENT) (05-28-26)

PURPOSE OF AMENDMENT: If adopted, this amendment will convert the ordinance into an emergency ordinance meeting the requirements of City Charter Section 19.A. and SMC 01.01.080.

1. **Add the phrase "and declaring an emergency" at the end of the title of the ordinance.**

2. **Insert the following recitals at the end of the current recitals:**

   **WHEREAS,** this ordinance is coming before the City Council at a time when hot weather is imminent and likely to pose a threat to renters without adequate cooling, and thus the passage of this ordinance is necessary for the immediate preservation of the public peace, health, or safety; and

   **WHEREAS,** this ordinance was first submitted for council consideration in April, extensive discussions and analysis were required to ensure the final version was practical and legally sound, pushing the eventual consideration by council into the summer months, and the current situation is sudden, unexpected, and requires immediate action to prevent or mitigate the threat from hot weather; and

   **WHEREAS**, the normal course of legislative procedures of the City Council, as well as Sections 15 and 19 of the Spokane City Charter, would delay the effective date of this ordinance for several weeks, and without emergency consideration this ordinance will not timely address the threat without causing or exacerbating harm to the community; and

   **WHEREAS,** consistent with Sections 15 and 19 of the Spokane City Charter, this ordinance must have one reading by title if adopted by five affirmative votes of members of the City Council, and must have two readings by title if adopted by four affirmative votes of members of the City Council;

3. **Insert a new Section 6 to read as follows:**

   **Section 6. Emergency Findings, Enactment**. Pursuant to Section 01.01.080 Spokane Municipal Code, the City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter upon the affirmative vote of five members of the City Council; PROVIDED, if this ordinance receives an affirmative vote of a majority of City Council members but not the affirmative vote of five members, the effective date of the ordinance shall be as set forth in the City Charter for ordinary ordinances.