

# THE CITY OF SPOKANE CITY COUNCIL URBAN EXPERIENCE COMMITTEE



## AGENDA FOR 12:00 P.M. MONDAY, MARCH 16, 2026

The Spokane City Council's Urban Experience Committee meeting will be held at **12:00 PM March 16, 2026**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2495 818 4723; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Urban Experience Committee meeting is regularly held every 2<sup>nd</sup> Monday of each month at 12:00 p.m. unless otherwise posted.

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

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

<https://forms.gle/jXDGewSg79FzxieL9>

## **AGENDA**

### **I. Call to Order**

### **II. Discussion Items**

1. BUILT NOT GIVEN: EVERYDAY MENTORS' GAME-CHANGING METHOD - LEE LEWIS (20 minutes)
2. 4700 - MONTHLY PERMIT REPORT - TAMI PALMQUIST (10 minutes)
3. 2026-27 PLAN COMMISSION WORK PROGRAM - SPENCER GARDNER (5 minutes)
4. EXTENSION OF INTERIM OFFICIAL CONTROL FOR OFF-PREMISES ALCOHOL OUTLETS - SPENCER GARDNER (5 minutes)
5. REPORT ON OFF-STREET PARKING MANDATES - SPENCER GARDNER (20 minutes)
6. DOWNTOWN RESIDENTIAL PARKING PASS PROGRAM OVERVIEW - JESTEN RAY (5 minutes)
7. LSA REPORT UPDATE - DAWN KINDER (15 minutes)
8. 2026 FUNDING RECOMMENDATIONS FOR THE HOME INVESTMENT PARTNERSHIP PROGRAM - DAWN KINDER (5 minutes)
9. REVISED FUNDING RECOMMENDATION FOR ST. JOHNS TWO - HEATHER PAGE (5 minutes)
10. SBO - ACCEPT CHIP GRANT AWARDS - NATE SULYA (5 minutes)
11. SBO - CODE ENFORCEMENT EMERGENCY DEMOLITION - JASON RUFFING (5 minutes)
12. DEMOLITION AND ASBESTOS ABATEMENT AT 101 AND 105 N MADELIA - JASON RUFFING (10 minutes)
13. ORDINANCE RELATING TO MOBILE FOOD VENDING REGULATIONS - SARAH DIXIT/ADAM MCDANIEL (5 minutes)
14. NEW MARKETS TAX CREDIT PROGRAM PRESENTATION - STEVE MACDONALD (20 minutes)

### **III. Consent Items**

1. CONTRACT FOR MONAGHAN MONUMENT RELOCATION (INTEGRATED CAPITAL MANAGEMENT)

2. CONNECTING HOUSING TO INFRASTRUCTURE PROGRAM (CHIP) GRANT (26-96330-011) (INTEGRATED CAPITAL MANAGEMENT)
3. CONNECTING HOUSING TO INFRASTRUCTURE PROGRAM (CHIP) GRANT (26-96330-020) (INTEGRATED CAPITAL MANAGEMENT)
4. MFTE CONDITIONAL AGREEMENT FOR 4911 S FREYA ST. (PLANNING SERVICES)
5. PSAP - PROCUREMENT OF RADIO CONSOLES (POLICE)

**IV. Public Testimony**

**V. Executive Session**

Executive Session may be held or reconvened during any Urban Experience Committee meeting.

**VI. Adjournment**

**VII. Next Meeting**

**Next Urban Experience Committee**

The next meeting will be held at the regular date and time of **12:00 PM. April 20, 2026.**

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

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 03/16/2026**Committee Agenda type:** Information Only**Date Rec'd**

12/22/2025

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

DEVELOPMENT SERVICES CENTER

**Bid #****Contact Name/Phone**

TAMI 6157

**Requisition #****Contact E-Mail**

TPALMQUIST@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

PDILLON

**Sponsoring at Administrators Request**

NO

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

4700 - MONTHLY PERMIT REPORT

**Agenda Wording**

Presentation of current permit information for Development Services Center

**Summary (Background)**

Presentation of current permit information for Development Services Center, including: (All stats are year-to-date through the end of the prior month.) - Total Building Permits Issued - Total Residential Units Issued Multi-Family Housing Units Single-Family Residences Duplexes ADUs - Housing in the Pipeline In Plan Review Scheduled for Pre-Development Multi-Family Tax Exemption Conditional Contracts - Largest Construction Valuation Projects This Year

**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**

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Select \$	#
<b>Funding Source</b>	
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	<b>Additional Approvals</b>
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
<b>Distribution List</b>	
	tpalmquist@spokanecity.org
akiehn@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 03/16/2026**Committee Agenda type:** Discussion**Date Rec'd**

2/24/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 04/13/2026**Submitting Dept**

PLANNING SERVICES

**Bid #****Contact Name/Phone**

SPENCER 509-625-6097

**Requisition #****Contact E-Mail**

SGARDNER@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

KKLITZKE

**Sponsoring at Administrators Request**

NO

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

2026-27 PLAN COMMISSION WORK PROGRAM

**Agenda Wording**

2026-27 Plan Commission Work Program

**Summary (Background)**

City Council regularly approves updates to the Work Plan to provide direction to the Plan Commission on work items that should be addressed by the work of Plan Commission. Items on the Work Plan include the annual Comprehensive Plan Work Program, as well as additional studies and code amendments.

**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?**

The municipal code requires that Council adopt a work program for Plan Commission on a regular basis.

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Select \$	#
<b>Funding Source</b>	N/A
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	GARDNER, SPENCER
<b>Division Director</b>	GARDNER, SPENCER
<b>Accounting Manager</b>	ZOLLINGER, NICHOLAS
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	
	smacdonald@spokanecity.org
sgardner@spokanecity.org	eking@spokanecity.org

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION establishing the Plan Commission Work Program for 2026/2027

**WHEREAS**, pursuant to SMC 4.12.080, the City Council adopts by resolution an annual work program, which assigns certain policy and planning issues for consideration by the Plan Commission; and

**WHEREAS**, SMC 4.12.080 requires that the Plan Commission shall, when requested by City Council resolution, solicit information and comment from the public about planning goals and policies or plans for the City, and report to the City Council its recommendations and a summary and analysis of the comments received from the public; and

**WHEREAS**, the Plan Commission met on 12 November, 2025 to review and recommend a proposed Plan Commission 2026/2027 Work Program;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby adopts the Plan Commission 2026/2027 Work Program as set forth in Attachment A and approves of the work program for assigned policy and planning issues for consideration by the Plan Commission for 2026/2027.

**BE IT ALSO RESOLVED** that the City Council recognizes that work assignments can change throughout the year and, therefore, calls upon the President of the Plan Commission, the Planning Director, and the City Council liaison to the Plan Commission to coordinate the implementation of the work program.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

<b>Attachment A 2026-27 Plan Commission Work Program Priorities</b>		
<b>Project Name</b>	<b>Start/Status</b>	<b>Plan Commission Review</b>
Comprehensive Plan periodic update		
Development Code modernization	Periodic update	2026
Expand legacy business rules to allow for expansion	Periodic update	2026
Critical Areas Ordinance (mandated update)	Periodic update	2026
Home-based occupation update	Periodic update	2026
Neighborhood mixed use	Periodic update	2026
Latah special area review; infrastructure funding emphasis	Periodic update	2026
General work items		
5th Avenue subarea plan	In Progress	2026
Division Corridor T.O.D. Study (incl. North Town)	In Progress	2026
Transportation Impact Fee update	Q2-2026	Q2-2026
Fire impact fees	Q1-2026	2026
Park land dedication and/or impact fees	Q1-2026	TBD
Tree canopy (street trees and tree protection)	TBD	TBD
Off-Premises Signs	Q3-2026	TBD
20 Year - Water Capital Facilities Element Update	TBD	TBD
20 Year - Sewer Capital Facilities Element Update	TBD	TBD
Water conservation - irrigation and landscape design standards	2027	TBD
Urban agriculture and food access	2027	TBD
Active interim zoning ordinances		
Downtown height limits (exp March 24, 2026)	Periodic update	2026
Commercial uses in PUDs (exp June 23, 2026)	Periodic update	2026
Off-Premises Alcohol Outlets (exp April 28, 2026)	Periodic update	2026
Density calculation (exp August 25, 2026)	Periodic update	2026
Childcare centers (exp Sept 22, 2026)	Periodic update	2026
Historic Preservation		
Garland Historic District	TBD	TBD
Historic Preservation Plan	2027	2027
Annual/Regular items		
Paper Cuts	Ongoing	Ongoing
6-Year Transportation Program Update - Consistency Review	Ongoing	Ongoing
6-Year City-Wide Capital Program Update - Consistency Review	Ongoing	Ongoing
2026 Annual Comp Plan Amendments	Suspended	Suspended
2027 Annual Comp Plan Amendments	2027	2027
<b>Notes:</b>		
WA State Periodic Comprehensive Plan Update - mandatory due date 2026		
Next WA State Shoreline Program Update - mandatory due date 2031		

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 03/16/2026**Committee Agenda type:** Discussion**Date Rec'd**

3/5/2026

**Clerk's File #****Cross Ref #**

ORD C36680

**Project #****Council Meeting Date:** 04/13/2026**Submitting Dept**

PLANNING SERVICES

**Bid #****Contact Name/Phone**

SPENCER 509-625-6097

**Requisition #****Contact E-Mail**

SGARDNER@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

KKLITZKE KTELIS

**Sponsoring at Administrators Request**

NO

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

EXTENSION OF INTERIM OFFICIAL CONTROL FOR OFF-PREMISES ALCOHOL

**Agenda Wording**

Extension of interim zoning ordinance for off-premises alcohol outlets.

**Summary (Background)**

Council adopted ORD C36680 in April 2025 as an interim official control. The ordinance prohibited off-premises alcohol outlets near public assets like schools and parks. As an interim zoning ordinance, it was assigned a duration of one year, which expires on April 28, 2026. The Planning and Economic Development department continues to conduct engagement and study the impacts of permanent changes to regulations for off-premises alcohol outlets as part of the City's periodic update to the Comprehensive Plan. In addition, the City has engaged a consultant, Clarion, to assess and prepare a new development code to replace SMC Title 17. It is expected that policy work regarding the this topic will be completed with the Comprehensive Plan update and that code changes will be implemented as part of the Clarion project. This ordinance proposes to extend the duration of the interim ordinance six months to October 28, 2026. The periodic update is due in December 2026 so it is anticipated that one more extension will be necessary after this one.

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

N/A

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

Study of impacts to continue as anticipated by ORD C36680.

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

Study of impacts to continue as anticipated by ORD C36680.

**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 topic will be a consideration in the ongoing Comprehensive Plan update.

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Select \$	#
<b>Funding Source</b>	N/A
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	GARDNER, SPENCER
<b>Division Director</b>	MACDONALD, STEVEN
<b>Accounting Manager</b>	ZOLLINGER, NICHOLAS
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	
	sgardner@spokanecity.org
smacdonald@spokanecity.org	eking@spokanecity.org
amcdaniel@spokanecity.org	

**ORDINANCE NO. C \_\_\_\_\_**

An ordinance to extend the duration of interim official control C36680 concerning off-premises alcohol outlets near public assets.

WHEREAS, on April 28, 2025, City Council adopted ordinance C36680, an interim official control regarding off-premises alcohol outlets near public assets; and

WHEREAS, on November 3, 2025, City Council adopted ordinance C36773, approving a consultant contract for the project entitled “Code Assessment and Modernization of Title 17 of the Spokane Municipal Code”; and

WHEREAS, the Planning and Economic Development department continues to perform related studies and public engagement as part of the periodic update to the City’s Comprehensive Plan, requiring additional time beyond the original expiration; and

WHEREAS, the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code is expected to continue beyond the expiration of April 28, 2026; and

WHEREAS, pursuant to RCW 36.70A.390, the City Council held a public hearing in support of the adoption of this ordinance.

NOW, THEREFORE, the City of Spokane does ordain:

**Section 1. Hearing.** That the hearing held at the time of adoption of this ordinance fulfills the requirement of RCW 36.70A.390 to hold a hearing in connection with this extension.

**Section 2. Work Plan.** That the Planning and Economic Development Department shall continue to study, conduct additional public engagement, and evaluate regulation of off-premises alcohol outlets as part of the periodic update to the Comprehensive Plan and the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code projects.

**Section 3. Duration.** That the duration of the interim zoning ordinance enacted by ordinance C36680 shall be extended an additional six months to October 28, 2026.

**Section 4. Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_**

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 03/16/2026**Committee Agenda type:** Information Only**Date Rec'd**

3/10/2026

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

PLANNING SERVICES

**Bid #****Contact Name/Phone**

SPENCER 509-625-6097

**Requisition #****Contact E-Mail**

SGARDNER@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

ZZAPPONE

**Sponsoring at Administrators Request**

NO

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

REPORT ON OFF-STREET PARKING MANDATES

**Agenda Wording**

Report on off-street parking mandates, including a review of recent development.

**Summary (Background)**

Starting in 2023 with ORD C36405, introduced by CM Zappone and CM Bingle, the City has expanded freedom for property owners to right-size off-street parking. Related efforts culminated in the removal of all parking mandates in 2025 with ORD C36629. This presentation will review the history of parking mandates and share a varied sampling of recent examples. Sufficient time has passed to review recent development cycles and the results of a market-based approach to providing off-street parking. In nearly all cases, new development is still providing off-street parking at or near levels previously required. The exceptions reveal the importance of offering flexibility for property owners looking to invest in new development.

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

No changes are proposed in connection with this presentation.

**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?**

No changes are proposed in connection with this presentation.

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

No changes are proposed in connection with this presentation.

**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?**

No changes are proposed in connection with this presentation.

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Select \$	#
<b>Funding Source</b>	N/A
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	<b>Additional Approvals</b>
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
<b>Distribution List</b>	
	smacdonald@spokanecity.org
sgardner@spokanecity.org	eking@spokanecity.org
amcdaniel@spokanecity.org	



**Agenda Sheet for City Council:**  
**Committee:** Urban Experience **Date:** 03/16/2026  
**Committee Agenda type:** Discussion

<b>Date Rec'd</b>	3/12/2026
<b>Clerk's File #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	

**Council Meeting Date:** 04/13/2026

<b>Submitting Dept</b>	HOUSING & HOMELESS SERVICES	<b>Bid #</b>	
<b>Contact Name/Phone</b>	DAWN KINDER 625-6443	<b>Requisition #</b>	
<b>Contact E-Mail</b>	DKINDER@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Report Item		
<b>Council Sponsor(s)</b>	ZZAPPONE		

**Sponsoring at Administrators Request** NO

**Lease?** NO **Grant Related?** YES **Public Works?** NO

**Agenda Item Name** LSA REPORT UPDATE

**Agenda Wording**

The Longitudinal Systems Analysis (LSA) is an annual report submitted by Continuums of Care (CoCs) to the U.S. Department of Housing and Urban Development (HUD) that analyzes how people engage with homeless services over time. It tracks data from the Homeless Management Information System (HMIS) to measure system performance, including client demographics, housing outcomes, and service usage patterns. The information contained in this report is used by our region to assess needs, strengths, and gaps in the response system as well as to provide a better understanding of the demographic-level differences that our system experiences. This annual report, in conjunction with several other periodic and ongoing assessment tools, is used to prioritize the means and methods that our region designs into its homelessness response systems.

**Summary (Background)**

The Longitudinal Systems Analysis (LSA) is an annual report submitted by Continuums of Care (CoCs) to the U.S. Department of Housing and Urban Development (HUD) that analyzes how people engage with homeless services over time. It tracks data from the Homeless Management Information System (HMIS) to measure system performance, including client demographics, housing outcomes, and service usage patterns. The information contained in this report is used by our region to assess needs, strengths, and gaps in the response system as well as to provide a better understanding of the demographic-level differences that our system experiences. This annual report, in conjunction with several other periodic and ongoing assessment tools, is used to prioritize the means and methods that our region designs into its homelessness response systems.

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

This is merely an informational session that HHS does on an annual basis. This data shows us trends on how specific project types are doing in our community for those who are experiencing homelessness. It does not encapsulate ALL project types.

**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?**

We use this data to justify pilot projects, new projects in future RFP's, or gaps that we can easily identify and assist in either CoC or City policies that will close these gaps.

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

The LSA is a required HUD report and has become a lot more user friendly over the years. Because of this HHS has been using the report as a way to shift/pivot our system that show successful project types.

**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**

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Select \$	#
<b>Funding Source</b>	N/A
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	ANDERSON, ARIELLE M.
<b>Division Director</b>	
<b>Accounting Manager</b>	DUFFEY, ANDREW
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	
<b>Distribution List</b>	
	chhsaccounting@spokanecity.org
chhscontracts@spokanecity.org	amartinez@spokanecity.org
dnorman@spokanecity.org	

RESOLUTION 2026-

A resolution setting forth the City Council's approval and endorsement of funding for contracts for Housing and Homeless Services (HHS) arising from the HOME Investment Partnership program allocation. This resolution authorizes the execution of the applicable and appropriate contracts once formalized without further City Council action.

WHEREAS, the City anticipates receiving \$1,138,478 in an annual 2026 allocation, an estimated \$145,240 in annual program income, and \$1,489,682 in unused HOME funds from the United States Department of Housing and Urban Development for rapid use projects and PY2026 projects; and

WHEREAS, pursuant to 2026 HOME Investment Partnership Request for Proposals HHS accepted applications for HOME affordable housing funding through an open, competitive process November 15, 2025-February 9, 2026; and

WHEREAS, on February 10, 2026, the CHHS Affordable Housing Committee thoroughly reviewed said applications and recommended the following five projects for funding:

- 1. Proclaim Liberty, Bethany Village \$ 1,191,000
- 2. VOA, Alexandria's House Rehabilitation \$ 341,025
- 3. Take Up The Cause, Beloved Sunset Apts. Rehabilitation \$ 352,200
- 4. Trinity Transitional Housing, Maxwell House Rehabilitation \$ 152,725
- 5. Vasilenko, South Crystal Ridge Attached Townhomes \$ 420,000

and

WHEREAS, the CHHS Board reviewed the Affordable Housing Committee's recommendations and approved the recommendations to go before the Spokane City Council for consideration on March 4, 2026; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves and endorses the funding contracts arising from this affordable housing funding round set forth in Attachment A that will be executed once formalized;

BE IT FURTHER RESOLVED that the City Council authorizes the administration through CHHS and any other applicable staff to execute the appropriate contracts and related documents without further action of the City Council.

ADOPTED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 03/16/2026**Committee Agenda type:** Discussion**Date Rec'd**

3/11/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 04/13/2026**Submitting Dept**

HOUSING &amp; HOMELESS SERVICES

**Bid #****Contact Name/Phone**

HEATHER PAGE 625-6578

**Requisition #****Contact E-Mail**

HPAGE@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

ZZAPPONE SDIXIT

**Sponsoring at Administrators Request**

NO

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

REVISED FUNDING RECOMMENDATION FOR ST. JOHNS TWO

**Agenda Wording**

HHS is requesting a revision to the funding recommendation of HEART funds approved for St. Johns Two in 2024. The amendment would increase the total HEART funds in the project to \$2,431,233 from \$1,546,233. The increase in HEART funds is in response to an equal reduction of HOME funds previously allocated to the project.

**Summary (Background)**

HHS is requesting a revision to the funding recommendation of HEART funds approved for St. Johns Two in 2024. The amendment would increase the total HEART funds in the project to \$2,431,233 from \$1,546,233. The increase in HEART funds is in response to an equal reduction of HOME funds previously allocated to the project. 315 W 9th Seniors project by St. Johns Two, was awarded \$2,015,000 in HOME funds in 2023, through a competitive RFP selection process. The project was awarded \$1,546,233 in HEART funds through a competitive RFP selection process in 2024. This brought the total City investment in 315 W 9th Seniors project to \$3,561,233. St. Johns applied for Housing Trust Fund, Multifamily Rental Housing fund in September of 2025, for the final funding needed to complete their capital stack. The project was not selected for funding, creating a funding gap that prevented the project from executing legal contract by June 2026. Eight hundred eighty-five thousand dollars (\$885,000) of the HOME funds awarded to St. Johns had to be under an executed legal contract by June 2026 or be recaptured by HUD. St. Johns reached out to the City immediately upon learning that they could not complete their capital stack in time, releasing the funds so that the City could include them in a HOME RFP for quick allocation. Proclaim Liberty applied for additional HOME funds through the latest competitive RFP selection process and were selected for additional HOME funds. Proclaim Liberty can execute legal agreements quickly due to their construction timeline, thus allowing us to contractually obligate 2023 HOME funds prior to them being recaptured. These funds were applied for after not receiving an award from the latest HTF Multifamily Rental Housing Fund. If HOME recommendations are approved by Council, Proclaim Liberty will release the HEART funds they were awarded in 2025 for reallocation as they are no longer the best fit for the capital stack of the project. HHS is requesting that the \$885,000 in HEART funds released by Proclaim Liberty (pending Council action) be used to fill the gap in St. Johns budget created when

they released HOME funds for reallocation. The total City support for the St. Johns project with this revised recommendation remains the same at \$3,561,233. This action allows St. John to remain competitive for funding through other funders. All City funding in their project expires in March 2027 and will be reallocated if St. Johns is not able to secure the remainder of their capital stack by then.

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

This project will serve Seniors earning 60% or less AMI as per RCW, 82.14.530.

**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?**

Regular reports will be collected as per SMC 07C.051

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

Data will be collected as per SMC 07C.051

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

The project serves eligible households under the requirements of the funding source.

**Council Subcommittee Review**

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 885,000

Current Year Cost \$ 885,000

Subsequent Year(s) Cost \$

**Narrative**

HHS is requesting a revision to the HEART funding amount previously awarded to St. John's Two in 2024

**Amount**

**Budget Account**

Expense \$ 885,000

# 1595-53122-51010-54201-99999

Select \$

#

<b>Funding Source</b>		Recurring	
<b>Funding Source Type</b>		Taxes	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>	ANDERSON, ARIELLE M.	<u>ACCOUNTING -</u>	DUFFEY, ANDREW
<u>Division Director</u>			
<u>Accounting Manager</u>	DUFFEY, ANDREW		
<u>Legal</u>			
<u>For the Mayor</u>			
<b>Distribution List</b>			
		chhscontracts@spokanecity.org	
chhsaccounting@spokanecity.org		hpage@spokanecity.org	
dnorman@spokanecity.org			

RESOLUTION 2026-

A resolution setting forth the City Council's approval and endorsement of a revised funding recommendation for St. Johns Two, 315 W. 9<sup>th</sup> Seniors project ("St. Johns Two"). This resolution authorizes the execution of the applicable and appropriate contracts once formalized without further City Council action.

WHEREAS, pursuant to OPR 2023-1227, the City of Spokane awarded St. Johns Two, 315 W. 9<sup>th</sup> Seniors project \$2,015,000 in HOME Investment Partnerships (HOME) funds in 2023 through a competitive selection process; and

WHEREAS, pursuant to RES 2024-0081 the City of Spokane awarded St. Johns Two, 315 W. 9<sup>th</sup> Seniors project \$1,546,233 in HEART funds in 2024 through a competitive selection process; and

WHEREAS, pursuant to RES 2024-0081, the City of Spokane awarded Proclaim Liberty, Bethany Village \$2,142,111 in HOME funds in 2024 through a competitive selection process; and

WHEREAS, pursuant to RES 2025-0064, the City of Spokane awarded Proclaim Liberty, Bethany Village \$885,000 in HEART funds in 2025 through a competitive selection process; and

WHEREAS, pursuant to RES XX, the City of Spokane awarded Proclaim Liberty, Bethany Village \$1,191,000 in HOME funds in 2026 through a competitive selection process; and

Commented [HP1]: Pending Council 3/30/2026

WHEREAS, in March 2026, St. Johns Two released \$885,000 in HOME funds that it had been awarded; and

WHEREAS, after being awarded the above HOME funds, Proclaim Liberty released \$885,000 in HEART funds; and

WHEREAS, St. Johns has requested \$885,000 in HEART funds to replace the HOME funds that it released; and

WHEREAS, the Project is eligible for HEART funding; and

WHEREAS, reallocating \$885,000 in HEART funds to St. John's Two would result no net change to total amounts of the City's applicable HEART, HOME, St. John's Two, or Bethany Village budgets; and

WHEREAS, the CHHS Affordable Housing Committee and CHHS Board have reviewed and approved the above proposed reallocation of \$885,000 in HOME funds and \$885,000 in HEART funds;

Commented [HP2]: AHC 3/10/2026; CHHS Board 4/01/2026

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves and endorses the above-described funding revisions and allocations that will be executed through legal contracts once formalized;

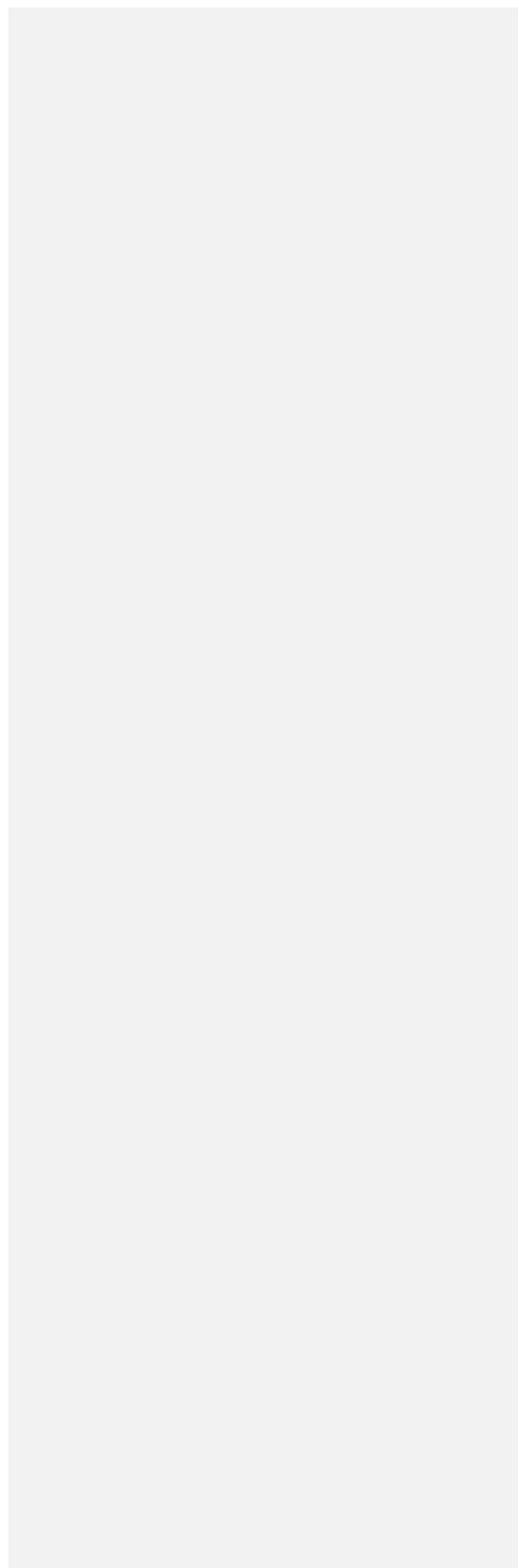
BE IT FURTHER RESOLVED that the City Council authorizes the administration through HHS and any other applicable staff to execute the appropriate contracts and related documents without further action of the City Council.

ADOPTED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney



**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 03/16/2026**Committee Agenda type:** Discussion**Date Rec'd**

3/11/2026

**Clerk's File #****Cross Ref #**

ORD C36794

**Project #****Council Meeting Date:** 04/13/2026**Submitting Dept**

INTEGRATED CAPITAL

**Bid #****Contact Name/Phone**

NATE SULYA 6988

**Requisition #****Contact E-Mail**

NSULYA@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

ZZAPPONE SDIXIT

**Sponsoring at Administrators Request**

NO

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

SBO - ACCEPT CHIP GRANT AWARDS

**Agenda Wording**

Special Budget Ordinance amending ORD C36794 to accept grant funds awarded by the Department of Commerce Connecting Housing to Infrastructure Program (CHIP).

**Summary (Background)**

The City of Spokane received grant funds totaling \$1,293,336 from the Dept. of Commerce Connecting Housing to Infrastructure Program (CHIP). Applications were submitted in 2025, and funds were awarded in mid-January 2026. This SBO is to add the revenue to the 2026 budget and to increase the budget authority to utilize the funds.

**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

<b>Fiscal Impact</b>			
Approved in Current Year Budget? NO			
Total Cost	\$ 1,293,336		
Current Year Cost	\$ 1,293,336		
Subsequent Year(s) Cost	\$ 0		
<b><u>Narrative</u></b>			
No match required.			
<b>Amount</b>			
<b>Budget Account</b>			
Revenue	\$ 1,293,336.00	# 4250-98864-99999-33442-Various	
Expense	\$ 1,293,336.00	# 4250-98864-38141-54201-Various	
Select	\$	#	
<b>Funding Source</b> One-Time			
<b>Funding Source Type</b> Grant			
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b> One-Time			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
No match requirements.			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b>Dept Head</b>	PICANCO, KEVIN	<b>MANAGEMENT &amp;</b>	MILLER, JACOB
<b>Division Director</b>	FEIST, MARLENE	<b>ACCOUNTING -</b>	BROWN, SKYLER
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA		
<b>Legal</b>	SCHOEDEL, ELIZABETH		
<b>For the Mayor</b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		icmaccounting@spokanecity.org	
tax&licenses@spokanecity.org		eraea@spokanecity.org	
nsulya@spokanecity.org		kpicanco@spokanecity.org	

ORDINANCE NO \_\_\_\_\_

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ACCEPT GRANT FUNDS AWARDED BY THE DEPARTMENT OF COMMERCE'S CONNECTING HOUSING TO INFRASTRUCTURE PROGRAM (CHIP), 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 Integrated Capital Management 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 Integrated Capital Management Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$1,293,336.
  - A) Of the increased revenue, \$1,293,336 is provided solely from the Department of Commerce.
- 2) Increase appropriation by \$1,293,336.
  - A) Of the increased appropriation, \$1,293,336 is provided solely for contractual services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept grant funds awarded by the Department of Commerce's Connecting Housing to Infrastructure Program (CHIP), 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

## SBO Request Urban Experience Committee

<b>Committee Date</b>	3/16/2026
<b>Submitting Department</b>	Integrated Capital Management (4250)
<b>Fund to Receive Budget</b> (if different from submitting dept)	
<b>Contact Name</b>	Nate Sulya, 6988, <a href="mailto:nsulya@spokanecity.org">nsulya@spokanecity.org</a>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Discussion    Time Requested: 5min
<b>Agenda Item Name</b>	Special Budget Ordinance – 2025 CHIP Grant Awards
<b>Grant Item</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, this SBO should be submitted to the same agenda as the acceptance.
<b>Why is this budget adjustment urgent and can't wait until the 2027-2028 biennium budget?</b>	This SBO request is to accept grant funds awarded by the Department of Commerce's Connecting Housing to Infrastructure Program (CHIP). Applications were submitted in the fall of 2025, but the grants were not awarded until mid-January 2026.
<b>What are the budget codes? (Accountant-provided)</b>	4250-98864-38141-54201-10257 – 336,432 – Habitat Riverton <u>4250-98864-99999-33442-10257 – (336,432) – Habitat Riverton</u> 4250-98864-38141-54201-10261 – 939,204 – Bethany Redevelopment <u>4250-98864-99999-33442-10261 – (939,204) – Bethany Redevelopment</u> 4250-98864-38141-54201-10262 – 17,700 – Take Up the Cause 4250-98864-99999-33442-10262 – (17,700) – Take Up the Cause
<b>Fiscal Impact</b> Revenue: <u>\$1,293,336</u> Appropriation: <u>\$1,293,336</u>  <b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Grant Is this funding source sustainable for future years, months, etc? Grant revenue  <b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (FTE related?)	

Return to [budget@spokanecity.org](mailto:budget@spokanecity.org) and allow up to one week for drafting.

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 03/16/2026**Committee Agenda type:** Discussion**Date Rec'd**

3/10/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 04/13/2026**Submitting Dept**

CODE ENFORCEMENT

**Bid #****Contact Name/Phone**

JASON 6529

**Requisition #****Contact E-Mail**

JRUFFING@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

ZZAPPONE SDIXIT

**Sponsoring at Administrators Request**

NO

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

SBO - CODE ENFORCEMENT EMERGENCY DEMOLITION

**Agenda Wording**

Emergency demolition due to fire damage, by order of the building official.

**Summary (Background)**

Emergency demolition due to fire damage, by order of the building official.

**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**

<b>Fiscal Impact</b>	
Approved in Current Year Budget? NO	
Total Cost	\$ 355,808.00
Current Year Cost	\$ 355,808.00
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Revenue \$ 355,808.00	# 4700-58100-24600-54201-99999
Select \$	#
<b>Funding Source</b>	One-Time
<b>Funding Source Type</b>	Reserves
<b>Is this funding source sustainable for future years, months, etc?</b>	
No	
<b>Expense Occurrence</b>	One-Time
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	GARCIA, LUIS
<b>Division Director</b>	GARCIA, LUIS
<b>Accounting Manager</b>	BAIRD, CHRISTI
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Additional Approvals</b>	
<b>MANAGEMENT &amp;</b>	MILLER, JACOB
<b>Distribution List</b>	
	jruffing@spokanecity.org
lgarcia@spokanecity.org	akiehn@spokanecity.org
dgmurphy@spokanecity.org	tpalmquist@spokanecity.org

ORDINANCE NO \_\_\_\_\_

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO PERFORM AN EMERGENCY DEMOLITION OF A BUILDING DUE TO FIRE DAMAGE, 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 Building Services 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 Building Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$355,808.
- A) Of the increased appropriation, \$355,808 is provided solely for contractual services in the Code Enforcement program.

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 an emergency demolition of a building due to fire damage, 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:** Urban Experience **Date:** 03/16/2026**Committee Agenda type:** Discussion**Date Rec'd**

3/10/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 04/13/2026**Submitting Dept**

CODE ENFORCEMENT

**Bid #**

6484-26

**Contact Name/Phone**

JASON 6529

**Requisition #****Contact E-Mail**

JRUFFING@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON PDILLON

**Sponsoring at Administrators Request**

NO

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

DEMOLITION AND ASBESTOS ABATEMENT AT 101 AND 105 N MADELIA

**Agenda Wording**

Demolition and asbestos abatement of a fire-damaged commercial building at 101 and 105 N Madelia, as ordered by the Building Official for the City of Spokane.

**Summary (Background)**

The property is owned by the Tormino family and was in use as a warehouse. The building was completely destroyed by a fire on August 20, 2025. Code Enforcement hired a demolition company to carry out a partial demolition due to free-standing masonry walls that were unsupported and a collapse hazard. This work was completed on August 22, 2025. Ownership was ordered to provide a plan to complete the demolition. The building was uninsured, and the family states that they did not have the resources to complete the demolition, which was expected to be a very costly demolition due to the complications of asbestos. A substandard building hearing was on December 2, 2025. By this time, it was evident that resolution by the family was unlikely. The Building Official issued an official demolition order, with a deadline of a plan to be submitted by January 16, 2026. Code Enforcement solicited bids during this timeframe, and this contract reflects the low bid that was received through this request for public works bid process, \$326,130.00 plus tax, by C Watts Trucking LLC.

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

This proposal would remove an unsafe building/premises and environmental hazard, improving the quality of life for all in the surrounding vicinity, reducing an attractive nuisance, helping to deter other illicit activity in the East Sprague District area.

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

This proposal would remove an unsafe building/premises and environmental hazard, improving the quality of life for all in the surrounding vicinity, reducing an attractive nuisance, helping to deter other illicit activity in the East Sprague District area. This is one-time project, with no long-term data or program implications, aside from funding and cost recovery.

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

This proposal would remove an unsafe building/premises and environmental hazard, improving the quality of life for all in the surrounding vicinity, reducing an attractive nuisance, helping to deter other illicit activity in the East Sprague District area. This is one-time project, with no long-term data or program implications, aside from funding and cost recovery.

**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?**

Strategic Plan to create a community so that all people can feel safe, empowered, and welcome. City policies regarding substandard/unfit buildings in SMC 17F.070.400 et. seq., RCW 35.80, City purchasing policies and procedures, etc.

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget? NO	
Total Cost	\$ 326,130.00
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
The cost of this demolition reflects complications related to asbestos. Due to the substantial fire damage, an adequate asbestos survey cannot be performed. According to Spokane Regional Clean Air Agency (SRCAA) regulations, all materials on site must now	
<b>Amount</b>	
<b>Budget Account</b>	
Expense	\$ 326,130.00
Select	\$
<b>Funding Source</b>	One-Time
<b>Funding Source Type</b>	Program Revenue
<b>Is this funding source sustainable for future years, months, etc?</b>	
This contract submittal also has a related Special Budget Ordinance. The SBO is intended to account for the costs in the short term, utilizing DSC reserves. Code Enforcement is engaged in multiple discussions regarding options for cost recovery.	
<b>Expense Occurrence</b>	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Additional Approvals</b>	
<b>Dept Head</b>	GARCIA, LUIS
<b>PURCHASING</b>	PRINCE, THEA
<b>Division Director</b>	
<b>Accounting Manager</b>	
<b>Legal</b>	
<b>For the Mayor</b>	
<b>Distribution List</b>	
Cameron Watts cwatts85@hotmail.com	lgarcia@spokanecity.org
smacdonald@spokanecity.org	jruffing@spokanecity.org
akiehn@spokanecity.org	eracea@spokanecity.org
tprince@spokanecity.org	



**City of Spokane**  
**PUBLIC WORKS AGREEMENT**  
Title: **DEMOLITION/ASBESTOS ABATEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **C. WATTS TRUCKING, LLC.**, whose address is 693 South Idaho Street, Kennewick, Washington 99336, 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, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described as the **CITY OF SPOKANE Demolition/Asbestos Abatement at 101/105 N Madelia, via selected PW ITB #6484-26**. This demolition must be treated as an alternate means asbestos abatement due to the fire damage, and an adequate alternate means work plan must be submitted to Spokane Regional Clean Air Agency prior to beginning work. The alternate means plan must also address the removal of dirt in the swale along Riverside Avenue.
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 Bid Response Summary and Proposal dated January 26, 2026, attached as Exhibit B. These contract documents are on file at the City of Spokane Code Enforcement Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TERM**. The term of this Contract begins on March 15, 2026, and ends on July 1, 2026, 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 **THREE HUNDRED TWENTY-SIX THOUSAND ONE HUNDRED THIRTY AND NO/100 DOLLARS (\$326,130.00)**, plus sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

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

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
- D. **Pollution Legal Liability Insurance with a minimum coverage for Bodily Injury and Property Damage of not less than \$3,000,000 per occurrence and \$3,000,000 aggregate**. Pollution Liability covers sums the Operator is legally obligated to pay as a result of emission, discharge, release, or escape of any contaminants, irritants, or pollutants in or on land, the atmosphere, or any water course or body of water, resulting in environmental damage

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI) upon request by the City. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide

documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
  - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

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

16. 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 ONE HUNDRED DOLLARS (\$100.00) per working day until the work

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](http://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 Code Enforcement, 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.

**C. WATTS TRUCKING LLC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



Attest:

Approved as to form:

---

City Clerk

---

Assistant City Attorney

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

Exhibit A - Certification Regarding Debarment

Exhibit B – Contractor’s Bid Response and Proposal dated January 26, 2026

Payment Bond

Performance Bond

26-043b

**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 certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

**EXHIBIT B**

**PAYMENT BOND**

We, **C. WATTS TRUCKING, LLC.**, as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of exceed **THREE HUNDRED TWENTY-SIX THOUSAND ONE HUNDRED THIRTY AND NO/100 DOLLARS (\$326,130.00)**, plus sales tax if applicable, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **CITY OF SPOKANE Demolition/Asbestos Abatement at 101/105 N Madelia, via selected PW ITB #6484-26**. 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 \_\_\_\_\_.

**C. WATTS TRUCKING, LLC.,**

AS PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

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

STATE OF WASHINGTON        )  
  ) ss.  
County of \_\_\_\_\_)

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

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**PERFORMANCE BOND**

We, **C. WATTS TRUCKING, LLC.**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of exceed **THREE HUNDRED TWENTY-SIX THOUSAND ONE HUNDRED THIRTY AND NO/100 DOLLARS (\$326,130.00)**, plus sales tax if applicable, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **CITY OF SPOKANE Demolition/Asbestos Abatement at 101/105 N Madelia, via selected PW ITB #6484-26**. 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 \_\_\_\_\_

**C. WATTS TRUCKING, LLC.,**  
AS PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

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

STATE OF WASHINGTON            )  
  ) ss.  
County of \_\_\_\_\_            )

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

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney



CITY OF SPOKANE - PURCHASING  
915 N Nelson  
Spokane, Washington 99202  
(509) 625-6400

## PW INVITATION TO BID

<p>PW ITB NUMBER: 6484-26</p> <p>TITLE: CITY OF SPOKANE Demolition/Asbestos Abatement at 101 &amp; 105 N Madelia</p> <p>BID COORDINATOR: Thea Prince, City of Spokane Purchasing Department</p> <p>PRE-BID CONFERENCE: Friday , January 9, 2026 at 11:00 am pdt – 101/105 N Madelia, Spokane Wa</p> <p>QUESTION DEADLINE: Friday, January 9, 2026 at 5:00 pm pdt</p>	<p>PROPOSAL DUE DATE: Monday, January 19, 2026</p> <p><u>TIME: 1:00 pm pdt</u></p> <p><u>Bid Submittal:</u> All Bids shall be submitted electronically through the ProcureWare online procurement system portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> before the due date and time.</p>
--	--

---

**THEA PRINCE**  
Purchasing

**CITY OF SPOKANE**  
**REQUEST FOR PUBLIC WORKS BID**  
**USING AIA FORM A201 – 2007**  
**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**  
**REVISED MARCH 18, 2014**

## INSTRUCTIONS TO BIDDERS

**PRE-BID CONFERENCE.** A pre-bid conference will be on Friday, January 9, at 11:00 am. The meeting will be held at the site 101 & 105 N Madelia St., Spokane WA. **(Any changes to the pre-bid meeting time, date, or location will be posted in ProcureWare, <https://spokane.procureware.com>.**

### 1. SUBMISSION OF BIDS.

Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <https://spokane.procureware.com> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted

The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. on the bid opening date.

**Bid Opening:** Sealed electronic bids will be accepted until Monday, January 19, 2026 at 1:00pm. Bids will be publicly opened at 1:15pm. To participate in bid opening, please visit the City's website at <https://my.spokanecity.org/administrative/purchasing/> for the link to attend virtually and the number to attend by telephone. All bid responses must be submitted electronically through the City of Spokane's bidding portal at <https://spokane.procureware.com> before the aforementioned deadline. Hard copy and/or late bids will not be accepted.

### 2. BIDDERS' REPRESENTATION.

Each bidder by making its bid represents that it has read and understands the bidding documents. Each bidder by making its bid represents that it has visited the site and familiarized itself with the local conditions under which the work is to be performed.

### 3. SUBSTITUTIONS.

- A. Each bidder represents that its bid is based upon the materials and equipment described in the bidding documents.
- B. No substitution will be considered unless written request has been submitted to the City department representative for approval at least five (5) days prior to the date for receipt of bids. Each request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, manufacturer, warranty, availability of qualified and trained installers, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.
- C. If the City department representative approves any proposed substitution, the approval will be set forth in an addendum.

### 4. INTERPRETATION.

If a bidder discovers any errors, discrepancies or omissions in the bid specifications, or has any questions about the specifications, it shall notify the City department representative in writing. Any addenda issued by the City will be incorporated into the contract.

### 5. WITHDRAWAL OF BIDS.

The bidder may make written request to the City for withdrawal of a sealed electronic bid

prior to the scheduled opening. Unless otherwise specified, no bid may be withdrawn for a minimum of sixty (60) calendar days after the opening date.

6. **BIDDER PREQUALIFICATION.**

Prior to the award of contract, the apparent successful bidder shall be required to submit evidence of sufficient facilities, equipment, workers with formal and verifiable experience and training in landfill repairs and /or construction projects of similar type and equivalent or larger nature, size, and scope to this project as outlined in detail within project technical specifications, unless waived by the City.

7. **BID SECURITY.**

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. As soon as the bid prices have been compared, the City will release the bid security of all except the three (3) lowest responsible bidders. When the construction agreement is signed and returned with executed payment and performance bonds, the other bid security will be released.

8. **AWARD OF CONTRACT.**

Award of contract, when made by the City, will be to the lowest responsive responsible bidder. Unsuccessful bidders will not automatically be notified of results.

9. **RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS.**

A. In accordance with RCW 39.04.380 effective *March 30, 2012* the City of Spokane is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. A nonresident contractor from a state that provides a percentage bid preference means a contractor that: a) is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts; and b) at the time of bidding on a public works project, does not have a physical office located in Washington.

B. The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed. All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.

C. This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

10. **BIDDER RESPONSIBILITY CRITERIA (MANDATORY).**

Before award, the bidder must meet the following mandatory bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;

B. Have a current Washington Unified Business Identifier (UBI) number;

- C. If applicable:
- 1) Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in title 51 RCW;
  - 2) Have a Washington Employment Security Department number, as required in title 50 RCW;
  - 3) Have a Washington Department of Revenue state excise tax registration number, as required in title 82 RCW.
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- E. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW [39.04.320](#), not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter [49.04](#) RCW for the one-year period immediately preceding the date of the bid solicitation; and
- F. Until December 31, 2013, not have violated RCW [39.04.370](#) "*Off-Site Prefabricated Non-Standard Project Specific Items*" reporting requirements more than one time as determined by the department of labor and industries.
- G. Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See [RCW 39.04.350](#) as modified by [SSB 5301](#), Laws of 2017, ch. 258.).
- H. Shall affirm and certify that they will not violate any local, state, or federal labor laws or standards during the course of performing work under the City contract.
- I. Shall affirm and certify that the bidder will comply with and notify its principals and subcontractors of the provisions of the Spokane Fair Elections Code, chapter 01.07, SMC
- J. 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:
- Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
  - 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.

This verification requirement and responsibility criteria must be included in any subcontract at every tier for the public works project.

## 11. BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL).

A bidder will be deemed not responsible if:

- A. the bidder does not meet the mandatory bidder responsibility criteria in SMC 7.06.500 and RCW 39.04.350(1), as amended; or
- B. the bidder does not meet the supplemental bidder responsibility criteria as shown in these bid specifications. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria.

If a potential bidder believes that the supplemental bidder responsibility criteria will exclude it from bidding, it may request the City to consider modifying the criteria. Any request shall be submitted to the Purchasing Department no later than five (5) days before the bid opening. The City shall evaluate any such request, and if a decision is made by the City to modify the criteria, the modification shall be communicated to all bidders and plan holders via the issuance of an addendum to the bidding documents. Likewise, in the event the City decides not to modify the criteria, it will endeavor to notify the requesting bidder of its decision.

As evidence that the Bidder meets the supplemental bidder responsibility criteria, the apparent lowest Bidder shall submit to the City within twenty four (24) hours of the notification time the completed supplementary bidder responsibility form with any required documentation. The City reserves the right to request this documentation from other bidders as well, and to request further documentation as needed to assess the bidder's responsibility.

**NOTE a minimum requirement of:**

- **Two (2) completed projects of similar size and scope in the last five (5) years. Evidence shall be submitted using the Supplemental Bidder Responsibility Criteria form attached to this Request for Bids.**
- **Must be Asbestos Hazard Emergency Response Act (AHERA) Certified – Upload proof of certification in ProcureWare where indicated.**

The basis for evaluation of bidder compliance with the supplemental criteria shall be any documents or facts obtained by the City (whether from the bidder or third parties) which any reasonable owner would rely on for determining compliance. Determinations of responsibility or non-responsibility of a bidder due to the supplemental criteria shall be based on a review of all the supplemental criteria factors as a whole with no single item being determinative.

If the City determines the low bidder does not meet either the mandatory bidder criteria or the supplemental bidder criteria and is therefore not a responsible bidder, the Contracting Agency shall notify the bidder in writing with reasons for the determination. If the bidder disagrees with this determination, it will have a minimum of three (3) business days from receiving the determination to submit additional written information to the City. The City will consider any timely submitted additional information received from the bidder before issuing its subsequent determination. If the bidder disagrees with the City's subsequent determination it may appeal the determination to the Mayor or designee in writing within two (2) business days of receiving the City's determination. If the final appeal affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until at least two (2) business days after the bidder determined to be not responsible has received the final determination.

12. **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 bidding, 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.
13. **CONTRACTOR REGISTRATION.**  
The City is prohibited from executing a contract with a contractor who is not registered or licensed as required by state law.
14. **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 and payment/performance bonds and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.
15. **PUBLIC WORKS REQUIREMENTS.**  
The scope of work for this project constitutes a public work under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, payment/performance bonds and sales tax implications in making their bids.
16. **ELECTRONIC BID INSTRUCTIONS.**  
Bidders must go online to the City's Bidding Portal (<https://spokane.procureware.com>) to submit bid prices and other documentation as requested. Bidders are asked to read the Welcome Screen and register if they have not done so previously. Once on the bidding portal, follow the steps below to enter the **electronic bid**:
  - I. Click on "**Bids**" located on the left hand column.
  - II. Find the applicable project and click the "**Project Number**".
  - III. Click on the "**Response**" tab.
  - IV. In the "Questions" tab, upload required scanned documents into the bid portal by clicking on "**Browse**" for each item.
  - V. Click on the "**Pricing**" tab and enter pricing as requested. A "**Comment**" field is available if needed.
  - VI. Once both the Questions and Pricing information has been entered, the yellow "**Question Response and Pricing Response**" information message will change from incomplete to complete. Then the "**Submit**" button will become available.
  - VII. Click the "**Submit Bid**" button and review the terms and conditions, popup window that appears. If you agree to the terms and conditions, click the "**I Accept and Submit this Bid**" button.
  - VIII. If you want to remove your bid, click the red "**Withdraw Bid**" button in the "**Response**" tab for the appropriate bid.

## SCOPE OF WORK

### 1. PERFORMANCE.

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described as the CITY OF SPOKANE Demolition/Asbestos Abatement at 101/105 N Madelia.

1. DEMOLITION OF STRUCTURES. The Contractor shall raze, remove and dispose of all buildings, basement or cellar floors, foundations, structures, fences and other obstructions with improvement limits except utilities and those items for which other provisions have been made for removal or have been” designated to remain. Any underground fuel or oil storage tanks shall be filled or removed under supervision of the Spokane Fire Prevention Bureau with pricing to be determined by change order.

**This entire project must be handled as asbestos contamination meaning “alternate means work plan” that will have to be approved by Spokane Clean Air.**

2. UTILITIES. The Contractor shall arrange for any private utilities involved to make all necessary disconnections and removals. The Contractor shall arrange with the City to disconnect and remove, or cap and plug water services and sewer/septic lines.
3. FINISHING OF SITE. The site, upon demolition of the structure(s), will be graded to a uniform grade. Tall rubble, rock and lumber scraps will be raked up and hauled from the site. Natural undisturbed rock outcropping may remain. All demolition material shall be removed to an authorized landfill site for disposal. All basements and excavations shall be filled to grade with acceptable fill material. In the absence of an approved soil engineering report the general provisions of the Uniform Building Code for fills shall apply. In general the definition states that fills should not be made on natural slopes steeper than 2:1. The slope of fill surfaces shall be no steeper than is safe for the intended use. Detrimental amounts of organic material is not permitted in the fill. No rock larger than 12 inches in one dimension shall be placed in fills unless at least 10 feet vertically below grade. All fills shall be compacted generally to a density standard acceptable to the Building Official. Top soil should be preserved and spread over as the final layer of the filled excavation.
4. EXPLOSIVES. The Contractor shall not allow the use of explosives without first having obtained a blasting permit from the Department of Engineering Services. Such permit will not relieve the Contractor of responsibility for any injury to persons or damage to property due to blasting operations. If allowed, explosives must be under the direction and control of skilled and licensed personnel as well as in compliance with governing laws and regulations.
5. POLLUTION CONTROLS. The Contractor shall comply with all regulations of the Spokane Regional Clean Air Agency. In addition, the Contractor may be required to clean adjacent structures and improvements of all dust, dirt and debris that may be caused by demolition operations as directed by the City. NEW CLEAN AIR – Call 477-4727 if you have questions
6. ASBESTOS. All Asbestos removal costs are to be included in bid. An adequate asbestos survey cannot safely be conducted, so a report is not provided. This will likely need to be an alternate means asbestos abatement according to SRCAA regulations. Removal and disposal of asbestos to be conducted in a lawful and legal manner in compliance with all applicable laws and safety processes and procedures. The Contractor needs to be aware of the presence and handling of other dangerous and toxic substances in structures. Contact the Department of Labor & Industries for further information.
7. PROTECTIONS. The Contractor shall provide safe access for pedestrians, emergency vehicles, utility vehicles or local traffic through the area of demolition.

8. ADJOINING STREET FACILITIES. All existing sidewalk, adjoining curbs, driveways, driveway drops and alley returns shall remain intact unless designated to be removed. Any damage shall be the responsibility of the Contractor.
9. NEIGHBORING FACILITIES. The Contractor shall promptly repair, or cause to be repaired, damage to neighboring facilities, public or private, caused by demolition operations as determined by the City at the Contractor's sole expense.
10. SALVAGE. All materials will become the property of the Contractor and shall be disposed of by the Contractor. Items of salvable value to the Contractor may be removed from the Structures as the work progresses. Sale of salvage items will not be permitted on the site.
11. PERMITS. The Contractor shall obtain all permits and pay all fees necessary or incident to completion of the work.
12. COMPLIANCE WITH LAWS. The Contractor shall perform work in compliance with requirements of all applicable codes and standards of governing authorities having jurisdiction, including provision for adequate protection to persons and property by means of insurance, bonding, traffic, etc.
13. DUMPING OF MATERIAL. **The Contractor shall dump all solid waste and demolition material at any facility permitted for demolition debris disposal.**
14. SUBMISSION OF ACCOUNTS. **Submit all accounts for payment with weight bills to Code Enforcement (Attention: Jason Ruffing).**

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

**BID PROPOSAL**

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

**PROJECT:** #6484-26 Demolition and Asbestos Abatement of 101 & 105 N Madelia

**BIDDER'S DECLARATION.**

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

**BID OFFER.**

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

Demolition & Disposal Charge	\$ _____ (do not include Washington State Sales Tax)
Credit for Salvage	\$ _____
Final Project Bid	\$ _____

THE ABOVE PRICING INCLUDES THE PAYMENT OF PREVAILING WAGES.

THE CONTRACTOR SHALL DUMP ALL SOLID WASTE AND DEMOLITION MATERIAL AT ANY FACILITY PERMITTED FOR DEMOLITION DEBRIS DISPOSAL.

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

**ADDENDA.**

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

**CONTRACT COMPLETION TIME.**

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by within 90 calendar days or no later than April 30<sup>th</sup>, 2026.

**LIQUIDATED DAMAGES.**

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of ONE HUNDRED DOLLARS (\$100.00) per working day until the work

is satisfactorily completed.

**BIDDER RESPONSIBILITY.**

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

U.B.I. Number \_\_\_\_\_

Washington Employment Security Department Number \_\_\_\_\_

Washington Excise Tax Registration Number \_\_\_\_\_

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

**BID SECURITY.**

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

**NON-COLLUSION.**

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

**Name of Bidder:** \_\_\_\_\_

\_\_\_\_\_  
*Signature of Bidder's Authorized Representative*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*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 \_\_\_\_\_  
*date*

(Seal Or Stamp) \_\_\_\_\_  
*Signature of Notary Public*

My appointment expires \_\_\_\_\_

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

**SUBCONTRACTOR LIST**

**PROJECT NAME: PW ITB #6484-26 Demolition/Asbestos Abatement at 101 & 105 N Madelia**

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

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

\_\_\_\_\_ **NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT**

## **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*	WA. STATE CERTIFICATION NO.	IDENTIFICATION & VALUE OF SUBCONTRACTS / SUPPLIES
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.

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

**BID BOND**

We, \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ 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

**Demolition/Asbestos Abatement of 101 & 105 N Madelia**

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 \_\_\_\_\_

AS PRINCIPAL

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

A valid POWER OF ATTORNEY must accompany this bond.

\_\_\_\_\_ AS SURETY

By: \_\_\_\_\_  
Attorney in Fact

**AIA DOCUMENT A201**  
**“GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION”**

By reference, the printed document “General Conditions of the Contract for Construction, AIA Document A201, 2007 edition, is hereby included and shall be part of the Contract Documents. Copies of AIA Document A201 are available for review at the offices of the Owner. Copies may also be purchased from the American Institute of Architects or its local distributor.

**SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT**

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, 2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

**ARTICLE 1 - GENERAL PROVISIONS**

1.1 BASIC DEFINITIONS

1.1.1 Change the last sentence in paragraph 1.1.1 to read:

The Contract Documents include Request for Bids, Instructions to Bidders, Bid Proposal Forms, Bid Bond, Performance Bond, Payment Bond and Contractor’s Bid.

1.1.1 Add the following to paragraph 1.1.1:

It shall be the responsibility of the Contractor and each subcontractor to appraise themselves of all conditions, limitations and requirements of these documents which are considered a part of each section of each division of this specification as if printed therein.

1.1.1.2 Add a subparagraph 1.1.1.2 to read:

Should conflict occur in or between drawings and specifications, Contractor is deemed to have estimated the more expensive way of doing work unless he asked for and obtained written decision by addenda as to which method or materials will be required.

1.1.1.3 Add a subparagraph 1.1.1.3 to read:

Where the word "similar" occurs on drawings, it shall be used in its general sense and not as meaning identical, and all details shall be worked out in relationship to their location and their connection to other parts of the work.

1.1.1.4 Add a subparagraph 1.1.1.4 to read:

Where used in conjunction with the Architect’s response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to the limitations of the Architect’s responsibilities and duties as specified in the Conditions of the Contract. In no case will "approval" by the Architect be interpreted as an assurance to the Contractor that the requirements of the contract documents have been fulfilled.

1.1.5 Add the following to paragraph 1.1.5

Where on any drawings a portion of work is drawn out and remainder is indicated in

outline, the drawn out parts shall apply also to other like portions of the work. Where detail is indicated by starting only, such details shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work unless otherwise indicated.

Drawings are in general diagrammatic and do not necessarily show complete details of the work, or materials, and do not necessarily show the construction sequence that may affect the Contractor means and methods. The Contractor shall coordinate to sequence the parts to a completed whole.

1.1.6 Add the following to paragraph 1.1.6:

These specifications are of the abbreviated or "streamlined" type and frequently include incomplete sentences. The word "product" includes materials, systems and equipment. The word "selected" means "selected by the Architect". The word "coordinate" means "satisfactorily combine the work of all trades for a complete and operating installation." Words such as "shall", "the Contractor shall", "shall be", and similar mandatory phrases shall be supplied by inference in the same manner as they are in a note on the drawings. The Contractor shall provide all items, articles, materials, and operations listed, including all labor, materials, equipment and incidentals required for their completion.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 Add a subparagraph 1.2.1 to read:

Conflicts in the documents shall be brought to the Architect's attention. In the event of conflicts or discrepancies among the contract documents, interpretations will be made by the Architect in accordance with this principle of complementary relationship among documents, with reference to the following priorities if necessary to reach a conclusion:

- a. Modifications.
- b. Agreement.
- c. National, State and Local Codes and Ordinances.
- d. Supplementary Conditions.
- e. General Conditions of the Contract for Construction.
- f. Project Manual and any Addenda. Addenda of later date take precedence over those of earlier date.
- g. Drawings. Drawings of larger scale and greater detail take precedence over drawings of smaller scale and less detail.

1.2.2 Add the following to Paragraph 1.2.2:

Such organization shall not operate to make the Architect an arbiter to establish subcontract limits between Contractor and Subcontractor.

1.2.4 Add a subparagraph 1.2.4 to read:

Conditions of the Contract shall be read by all prime contractors and by each subcontractor or sub-subcontractor and shall be considered a part of each section of the Technical Specifications. Provisions of Contract Documents are binding on the contractors, subcontractor and sub-subcontractors for all work shown or indicated on the original Contract Documents plus any additional work authorized by change order, interpretation or field orders.

1.2.5 Add a subparagraph 1.2.5 to read:

The Contractor shall notify the Architect of any condition he finds where, in his judgment, it will be desirable to modify the requirements to produce the best results. If the Contractor fails to make such request, it is deemed to have accepted the specified and/or detailed method of installation as being adequate to produce first class, satisfactory work. Should conflict occur in or between drawings and specifications, the Contractor is deemed to have estimated on the more expensive way of doing the work unless it shall have asked for, and obtained a written decision seven (7) calendar days before submission of proposal as to which method or materials will be required. Manufacturer's equipment specifications are based on models and/or construction and installation methods prevailing at the date of invitation and/or advertisement to submit to manufacturer's model and/or construction changes and other variations from the items specified shall be furnished and installed at no additional cost to Owner.

1.2.6 Add a subparagraph 1.2.6 to read:

Requests by the Contractor for written interpretations and/or detail drawings shall be made to the Architect in a timely manner such as will allow ample time for their preparation and delivery without causing delays in the work. Failure of the Contractor to request needed clarifications and/or its proceeding with affected work prior to receiving same shall indicate its acceptance of any and all costs and/or delays required on account of necessary corrections.

**ARTICLE 2 - OWNER**

2.1 GENERAL

2.1.1 Add a new sentence to read:

The Owner is the City of Spokane, Washington.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.5 Delete subparagraph 2.2.5 and replace with:

The Contractor will be furnished free of charge three (3) copies of drawings and project manuals. Unless otherwise agreed, additional sets will be furnished at the cost of reproduction, postage and handling.

## ARTICLE 3 - CONTRACTOR

### 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

#### 3.2.1 Add the following to subparagraph 3.2.1:

If the Contractor observes any errors, discrepancies or omissions in the Contract Documents, it shall promptly notify the Architect, requesting clarification. If the Contractor proceeds with Work affected by such errors, discrepancies or omissions without receiving such clarification, it does so at its own risk. Any adjustments involving such circumstances made by the Contractor, prior to approval by the Architect, shall be at the Contractor's risk and the settlement of any complications or disputes arising therefrom shall be at the Contractor's sole expense.

### 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

#### 3.3.4 Add a subparagraph 3.3.4 to read:

The Contractor shall be solely responsible for any claims for wages or compensations by the Contractor's employee, agents, representatives, including subcontractors.

#### 3.3.5 Add a subparagraph 3.3.5 to read:

All grades, levels, bench marks, locations and corners shall be correctly verified by the Contractor.

#### 3.3.6 Add a subparagraph 3.3.6 to read:

In accordance with RCW 39.06.020, 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. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

### 3.4 LABOR AND MATERIALS

#### 3.4.1 Add the following to subparagraph 3.4.1:

The Contractor shall be solely responsible for all materials and equipment until the completed project is delivered and accepted by the Owner. The Contractor shall, at its own expense, secure and maintain a storage area for his materials and equipment."

3.4.2 Add the following to subparagraph 3.4.2:

After the Contract has been executed the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the following conditions set forth in the General Requirements (Division 1 of the Specifications).

- a. Required product cannot be supplied in time for compliance with Contract time requirements.
- b. Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted, or insured, or has other recognized disability as certified by Contractor.
- c. Substantial advantage is offered Owner after deducting offsetting disadvantages including delays, additional compensation to Architect for redesign, investigation, evaluation, and other necessary services, and similar considerations.

By making requests for substitutions based on the above paragraph, the Contractor:

- a. represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- b. represents that it will provide the same warranty for the substitutions as it would have for the product specified;
- c. certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- d. will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

3.5 WARRANTY

3.5 Revise the third sentence to read:

Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

Revise the last sentence to read;

The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5.1 Add a subparagraph 3.5.1 to read:

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 repair all damage caused by the condition or defects at its sole expense. This guarantee does not apply to Work which has been abused or neglected by the Owner. This guarantee shall be separate from and in addition to any more extensive warranty requirements specified for certain elements and products used in the Work.

3.6 TAXES:

3.6.1 Add a subparagraph 3.6.1 to read:

The Washington Department of Revenue has issued special rules designed to assist the Contractor in accurately reporting to the Department of Revenue the Contractor's tax liability. Although the Owner may furnish information in the specification regarding the application of state taxes to a particular contract or bid item, it shall be the Contractor's responsibility as to the correct interpretation of the laws and regulations relating to such taxes. Adjustments will not be made in the amount to be paid by the Owner under the contract because of any misunderstanding by the Contractor as to the Contractor's liability for, or the amount of, any taxes. If the Contractor is in doubt as to the tax procedures in any particular case, the Contractor shall consult with the Washington State Department of Revenue.

3.6.2 Add a subparagraph 3.6.2 to read:

The contract sum and any agreed variations thereof shall include all taxes imposed by law, and properly chargeable to the project except Sales Tax. Sales Tax applicable to the contract sum will be collected from the Owner and shall be paid to the State Department of Revenue by the Contractor in conformance with the law. State of Washington Sales Tax shall not be included in the bid price, except that the retail sales tax upon sales and rentals to prime contractors and subcontractors of tools, machinery and equipment, and consumable supplies, such as hand and machine tools, cranes, air compressors, bulldozers, lubricating oil, sandpaper and form lumber which are primarily for use by the Contractor rather than for resale as a component part of the finished structure, shall be included in the bid price. (WAC-458-20-170).

3.7 PERMITS, FEES AND NOTICES

3.7.1 Add the following to subparagraph 3.7.1:

Below is a list of permits that may be required on typical projects, and where they may be obtained. The list is included for the Contractor's benefit and is not considered exhaustive. Note that the Northside Landfill is in the City of Spokane. The Southside Landfill is in Spokane County.

City Business License, Taxes and Licenses	625-6070
Hydrant Permit, Hydrant Foreman	625-7800
Hydrant Permit, Engineering Services	625-6300
NOI/Construction Stormwater Permit, Department of Ecology	(360) 407-6467

3.7.6 Add a subparagraph 3.7.6 to read:

The Contractor and every subcontractor (and suppliers when legally required) shall obtain a City business license prior to beginning their work.

3.7.7 Add a subparagraph 3.7.7 to read:

The Contractor shall pay for the use of municipal or private property for storage of materials, parking, temporary obstructions, enclosures, opening and patching of streets, etc., off of the property arising from construction and completion of work. The Contractor shall furnish to the Owner and the Architect no later than the preconstruction conference the permit numbers for mechanical, electrical, plumbing and any other required permits that must be obtained through governing agencies.

3.9 SUPERINTENDENT

3.9.1 Delete subparagraph 3.9.1 and replace with:

The Contractor shall employ a competent superintendent and necessary assistant who shall be in attendance at the Project site during the progress of the Work. The superintendent shall be satisfactory to the Owner and the Architect and shall not be changed except with the consent of the Owner and the Architect, which shall not be unreasonably withheld, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor and all communication given to the superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

3.9.4 Add a subparagraph 3.9.4 to read:

Contractor shall be responsible to fully inform its superintendent of all project progress, problems, decisions, changes, and deficiencies as they happen.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 Add a subparagraph 3.11.1 to read:

Record drawings shall be kept clean, and notations shall be made using clear, concise drafting techniques acceptable to the Architect.

The Contractor shall also maintain at the site for availability of the Owner and/or Architect one copy of all inspection reports and other written communications from the Architect and/or subcontractors, other prime contractors, materials suppliers, etc.

3.18 INDEMNIFICATION

3.18.2 Add the following to subparagraph 3.18.2:

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.

**ARTICLE 4 - ADMINISTRATION OF THE CONTRACT**

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1 Add the following to subparagraph 4.2.1:

If the Owner has not designated an Architect to provide Contract Administration, the word "Architect" shall be read as the Owner's Representative.

**ARTICLE 5 - SUBCONTRACTORS**

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Delete subparagraph 5.2.1 and replace with:

The Bidder shall at time of bid opening submit the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performances of the work. The Bidder shall not list more than one subcontractor for each category of work identified, unless the subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate. As circumstances change during the Work, the Contractor shall submit the names of all person or entities (including those who are to furnish materials or equipment fabricated to a special design).

Not later than seven (7) days after the date of Notice to Proceed, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as manufacturers for each of the products identified in the General Requirements (Division 1 of the Specifications) and, where applicable, the name of the installing subcontractor.

The Contractor shall submit as part of the bid, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of HVAC (heating, ventilation and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW; or to name itself for the work. The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two (2) or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 Add a subparagraph 5.3.1 to read:

It is the responsibility of any subcontractor whose work must be applied or installed on or within work of other trades to examine conditions affecting its work. The subcontractor should notify the Contractor, in writing, with copy to the Architect, of any unsuitable or improperly prepared surfaces or conditions. Commencing work or absence of notification in writing constitutes acceptance of surfaces or conditions by a subcontractor, and it will be its responsibility to correct any defect in its work appearing thereafter.

**ARTICLE 7 - CHANGES IN THE WORK**

7.1 GENERAL

7.1.4 Add a new subparagraph 7.1.4 to read:

The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

- a. For Contractor, for any work actually performed by Contractor's own forces, fifteen percent (15%) of the direct cost of material and labor up to \$50,000 or ten percent (10%) of direct costs of changes exceeding \$50,000.

- b. For Contractor, for any work performed by its subcontractor(s), eight percent (8%) of the amount due each subcontractor up to \$50,000 or six percent (6%) of the costs due each subcontractor for costs exceeding \$50,000.
- c. For each subcontractor (including lower tier subcontractors), for any work actually performed by its own forces, fifteen percent (15%) of the direct cost of materials and labor up to \$50,000 or ten percent (10%) of direct costs of changes exceeding \$50,000.
- d. For each subcontractor, for any work performed by its subcontractor(s) of any lower tier, eight percent (8%) of the amount due the sub-subcontractor up to \$50,000, or six percent (6%) of the costs due each subcontractor for costs exceeding \$50,000.

## 7.2 CHANGE ORDERS

### 7.2.2 Add a subparagraph 7.2.2 to read:

Any Change Order prepared, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including, but not limited to, all direct, indirect, and consequential costs associated with the change and any and all adjustments to the Contract Sum and Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in the Application for Payment as if such work were originally part of the Project and Contract Documents.

### 7.2.3 Add a subparagraph 7.2.3 to read:

Contractor shall promptly respond to Change Order request for proposal within fifteen (15) days or such longer period as may be mutually acceptable for complex changes.

### 7.2.4 Add a subparagraph 7.2.4 to read:

The Contractor shall provide a cost breakdown for all adjustments in the contract sum, i.e. Change Orders, Proposals, and Construction Change Directives.

## 7.3 CONSTRUCTION CHANGE AUTHORIZATION

### 7.3.6 Revise the last sentence in subparagraph 7.3.6 to read:

Such agreement shall be effective immediately and shall be incorporated into a future Change Order.

### 7.3.11 Add a subparagraph 7.3.11 to read:

Overhead is defined as costs for all noncraft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, small tools, safety, insurance and any other cost incidental to the change in the Work.

## **ARTICLE 8 - TIME**

### 8.3 DELAYS AND EXTENSIONS OF TIME:

8.3.1 Delete paragraph 8.3.1 and replace with:

If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties or other causes beyond the contractor's control, or by delay authorized by the Owner pending mediation and arbitration or by other causes which may justify delay as determined both by the Architect and Owner, then the Contract Time shall be extended by Change Order for such reasonable time.

8.3.4 Add a subparagraph 8.3.4 to read:

The Contract time shall be adjusted only for changes in the work pursuant to Article 7, and excusable delay pursuant to this Paragraph 8.3 as determined by the Architect. In the event the Contractor requests an extension of the contract time, it shall furnish the justification and supporting evidence as the Architect may deem necessary for a determination as to whether the Contractor is entitled to an extension of time under this Contract. After receipt of such documentation, the Architect shall make its findings of fact and so advise the Contractor in writing. The determination shall be based upon the approved Contractor's schedule current at the time of the delay.

8.4 Add a new section to read:

8.4 LIQUIDATED DAMAGES

8.4.1 Time is of the essence of the contract. Delays inconvenience the traveling public, obstructing traffic, interfere with daily commerce, and increase risk to the traveling public. Delays also cost taxpayers undue sums of money, adding time needed for administration, engineering, inspections and supervision.

8.4.2 Because the Owner finds it impractical and extremely difficult to calculate the actual damages which will be suffered by the Owner as a result of the Contractor's failure to complete the work on time, the Owner has adopted liquidated damages for this Work as set forth in the bid proposal.

## **ARTICLE 9 - PAYMENTS AND COMPLETION**

9.1 CONTRACT SUM

9.1 Delete paragraph 9.1 and replace with:

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The Contract Sum and adjustment thereof shall include all taxes imposed by law except the Washington State Sales Tax, which will be paid by the Owner to Contractor, who shall pay tax to the State of Washington in accordance with the law.

9.3 APPLICATIONS FOR PAYMENT

9.3.4 Add a subparagraph 9.3.4 to read:

The Owner will pay ninety-five percent (95%) of the amount due the Contractor on

account of progress payments. Five percent (5%) will be held as retainage pursuant to chapter 60.28 RCW.

9.4 CERTIFICATES FOR PAYMENT

9.4.2 Add the following to subparagraph 9.4.2:

Payment will not constitute a waiver of any claims by the Owner that the Work fails to comply with the Contract Documents.

9.6 PROGRESS PAYMENTS

9.6.8 Add a subparagraph 9.6.8 to read:

Pursuant to chapter 60.28 RCW there will be reserved and retained from monies earned by the Contractor on estimates during the progress of the Work a sum not to exceed five percent (5%) of the monies earned by the Contractor. The retainage shall be used as a trust fund for the protection and payment: (1) to the State with respect to taxes imposed pursuant to Title 82, RCW which may be due from such Contractor, and (2) of any person or persons, mechanic, subcontractor or material supplier who shall perform any labor upon the contract or the doing of the work, and all persons who shall supply such person or persons or subcontractor with provisions or supplies for carrying on the work. Release of retainage will be made forty five (45) days following final acceptance of the work provided the following conditions are met:

- a. The City has received from the Contractor and each subcontractor a copy of a "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries.
- b. On contracts greater than \$35,000, the City has received a release of liability from the State Department of Employment Security.
- c. On contracts greater than \$35,000, the City has received a release of liability from the State Department of Labor and Industries.
- d. On contracts greater than \$35,000, the City has received a release from the State Department of Revenue.
- e. 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 an amount sufficient to pay the claim and potential legal costs.

9.6.9 Add a subparagraph 9.6.9 to read:

Before payment is made, the Owner shall require the Contractor and each subcontractor to submit a Statement of Intent to Pay Prevailing Wages to the Owner's Accounting Department which has been approved by the State Department of Labor and Industries before submittal. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim (invoice) submitted by a Contractor for payment on a project estimate shall have a certification which states that the prevailing wages have been paid in accordance with the prefilled Statement(s) of Intent to Pay Prevailing Wages. Below is an example of the certification which is to appear on each voucher claim (invoice) submitted by the Contractor for payment.

CERTIFICATE

I certify that wages have been paid in accordance with the Statement (s) of Intent to

Pay Prevailing Wages previously certified and filed pursuant to this contract.

By: \_\_\_\_\_ Date: \_\_\_\_\_

The fee for the approval of Statements of Intent to Pay Prevailing Wages and Affidavits of Wages is forty dollars (\$40.00) for each form. The Contractor is responsible for payment of these fees and shall make all application directly to the Department of Labor and Industries. Reimbursement for the fees paid by the Contractor will be added to the amounts due the Contractor. In order to receive this reimbursement the Contractor will be required to submit to the Owner prior to final acceptance of the Work a list of its subcontractors at all tiers and have their Statements of Intent to Pay Prevailing Wages on file with the Owner.

## **ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY**

### 10.1 SAFETY PRECAUTIONS AND PROGRAMS

#### 10.1.1 Add a subparagraph 10.1.1 to read:

If the Work involves trench excavation which will exceed a depth of four feet, the Contractor shall provide adequate safety systems for the trench excavation that meet the requirements of the Washington industrial safety and health act (chapter 49.17 RCW).

### 10.2 SAFETY OF PERSONS AND PROPERTY

#### 10.2.4 Add the following to subparagraph 10.2.4:

The Contractor shall give the Owner reasonable advance notice of the use or storage.

## **ARTICLE 11 – INSURANCE AND BONDS**

### 11.1 CONTRACTOR'S LIABILITY INSURANCE

#### 11.1 Delete paragraph 11.1 and replace with:

During the term of the contract, the Contractor shall maintain in force at its own expense, the below insurance:

- 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 or Stop Gap Insurance in the Amount of one million (\$1,000,000);
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than One million (\$1,000,000) each occurrence 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 and the Architect are additional insureds but only with respect to the Contractor's services to be provided under the contract;

Acceptable supplementary Umbrella insurance coverage combined with

Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

;

- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- d. **Pollution Legal Liability Insurance with a minimum coverage for Bodily Injury and Property Damage of not less than \$3,000,000 per occurrence and \$3,000,000 aggregate.** Pollution Liability covers sums the Operator is legally obligated to pay as a result of emission, discharge, release, or escape of any contaminants, irritants, or pollutants in or on land, the atmosphere, or any water course or body of water, resulting in environmental damage

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.

### 11.3 PROPERTY INSURANCE

11.3.1 Revise "Owner" to "Contractor" in subparagraph 11.3.1.

11.3.1.2 Delete subparagraph 11.3.1.2.

11.3.1.3 Revise "Owner" to "Contractor" in subparagraph 11.3.1.3.

### 11.4 PERFORMANCE AND PAYMENT BOND

11.4 Delete entirely and revise to read:

The Contractor shall furnish at its sole cost, a performance bond and a payment bond to the Owner on the form to be provided by the Owner, each equal to one hundred percent (100%) of the contract price. The bonds are to insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the project. The bonds are to be executed by a surety company authorized to do business as a surety in Washington State, and shall remain in effect for one (1) year following the Owner's final acceptance of the Work. Unless approved by the Owner, the surety's name shall appear on the United States Treasury Department's list of authorized sureties - Circular 570 as amended.

## ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.5.1 Add the following to subparagraph 13.5.1:

The Owner shall employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform services which are the Owner's responsibility as defined by the International Building Code and the "Special Inspection Manual" for the International Building Code.

13.8 Add a paragraph 13.8 to read:

NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

13.9 Add a paragraph 13.9 to read:

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

13.10 Add a paragraph 13.10 to read:

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

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

13.11 Add a paragraph 13.11 to read:

WORKERS' HOURS. Notwithstanding the provisions of RCW 49.28.010 through

49.28.060, a contractor or subcontractor in any public works contract subject to those provisions may enter into an agreement with his or her employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employee work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28.020 shall not apply to the hours, up to forty hours per week, worked pursuant to agreements entered into under this section.

13.12 Add a paragraph 13.12 to read:

**PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.**

- A. The 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. The schedule of prevailing wage rates for the locality or localities where this contract will be performed will be determined by the Industrial Statistician of the Department of Labor and Industries.
- B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:  
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.  
Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is MONDAY, JANUARY 19, 2026.
- C. As the successful Bidder and its subcontractors will be held responsible for paying the prevailing wages, it is imperative that all contractors familiarize themselves with the current wage rates before submitting bids based on these specifications.
- D. Questions about current prevailing wage data may be directed to the City of Spokane Office of Contract Administration/Compliance, (509) 625-6065 or Washington State Department of Labor and Industries, (509) 324-2586.
- E. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid prevailing journeyman wages.
- F. The Contractor or subcontractor directly contracting for "Off-Site, Prefabricated, Non-Standard, Project Specific Items" shall identify and report information required on the affidavit of wages paid form filed with the Department of Labor and Industries. The Contractor shall include language in its subcontracts requiring subcontractors and lower-tier subcontractors to comply with the reporting requirements for "Off-Site, Prefabricated, Non-Standard, Project Specific Item" on the affidavit of wages paid.

The reporting requirement for Items shall apply for all public works contracts estimated to cost over \$1 million entered into by the Owner and Contractor between September 1, 2010 through December 31, 2013.

"Off-site, prefabricated, nonstandard, project specific items" means products or items that are:

- a) Made primarily of architectural or structural precast concrete, fabricated steel, pipe and pipe systems, or sheet metal and sheet metal duct work;
- b) Produced specifically for the public work and not considered to be regularly available shelf items;
- c) Produced or manufactured by labor expended to assemble or modify standard items; and
- d) Produced at an off-site location outside Washington.

The Contractor or subcontractor shall comply with the reporting requirements and instructions on the affidavit of wages paid form, and shall report the following information on the affidavit of wages paid form submitted to the Department of Labor and Industries in order to comply with the reporting requirements for use of "Off-Site, Prefabricated, Non-Standard, Project Specific" items:

- a) The estimated cost of the public works project;
- b) The name of the awarding agency and the project title;
- c) The contract value of the off-site, prefabricated, nonstandard, project specific items produced outside of Washington State, including labor and materials; and
- d) The name, address, and federal employer identification number of the contractor that produced the off-site, prefabricated, nonstandard, project specific items.

## **ARTICLE 15 - CLAIMS AND DISPUTES**

### 15.1 CLAIMS

#### 15.1.5.2 Add the following to subparagraph 15.1.5.2:

Source of the weather data to be used in documenting weather delays will be the National Oceanic and Atmospheric Administration (NOAA).

### 15.2 INITIAL DECISION

#### 15.2.8 Delete subparagraph 15.2.8.

### 15.4 ARBITRATION

#### 15.4.4 Delete Subparagraph 15.4.4.

## **END OF SUPPLEMENTARY GENERAL CONDITIONS**



# City of Spokane, Washington

## Supplemental Bidder Responsibility Criteria (General Contractor)

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: <b>Demolition/Asbestos Abatement 101 &amp; 105 N Madelia</b>	
	Project #6484-26
<b>Part A: General Company Information</b>	
Company Name	
Address	
Contact Name and Title	
Contact Phone	Contact E-mail
Years in business as a Prime Contractor	Years in business as a sub-contractor
Years in business under present Name	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years	
Explain reason for name change(s) in the past five (5) years	
<b>Part B: Work Experience</b>	
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. <b>List two (2) projects of similar size and similar scope within the last five (5) years.</b>	
<b>Part C: Performance Evaluation</b>	
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?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If “Yes” attach a separate, signed / dated statement listing the projects and an explanation.	
<b>Part D: Record of Debarment / Disqualification</b>	
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?	
<input type="checkbox"/> Yes <input type="checkbox"/> 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.	

<b>Part E: Safety</b>
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?
<input type="checkbox"/> Yes <input type="checkbox"/> 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.
<b>Part F: Environmental</b>
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?
<input type="checkbox"/> Yes <input type="checkbox"/> 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.
<b>Part G. Utilization Requirements</b>
In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?
<input type="checkbox"/> Yes <input type="checkbox"/> 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.
<b>Part H: Discrimination</b>
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?
<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.
<b>Part I. Prevailing Wage</b>
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?
<input type="checkbox"/> Yes <input type="checkbox"/> 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 evaluate 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.

<b>Part J: Public Bidding Crime (Criminal Convictions)</b>
Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?
<input type="checkbox"/> Yes <input type="checkbox"/> 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)
<b>Part K. Claims Against Retainage and Bonds</b>
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?
<input type="checkbox"/> Yes <input type="checkbox"/> 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.
<b>Part L. Termination for Cause</b>
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
<input type="checkbox"/> Yes <input type="checkbox"/> 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.
<b>Part M: Litigation</b>
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?
<input type="checkbox"/> Yes <input type="checkbox"/> 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.
<b>Part N: Delinquent State Taxes</b>
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?
<input type="checkbox"/> Yes <input type="checkbox"/> 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”.

<b>Part O: Subcontractor Responsibility</b>	
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?	
<input type="checkbox"/> Yes <input type="checkbox"/> 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.	
<b>Signature</b>	
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
Printed Name of Authorized Representative	Title

## Instructions for the Supplemental Bidder Responsibility Form

<p>After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attached documentation to the City of Spokane Purchasing Section by one of the methods listed below within twenty four (24) hours of notification.</p>	
<p>The City's evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the bidder. The City will assess the information provided and other information gathered in determining whether a bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the bidder.</p>	
<p>For criteria with check boxes, the bidder will check either "Yes" or "No. " For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.</p>	
<p><b>Form Submittal:</b></p>	
<p>Submit this form to Purchasing Department by one of the following methods within twenty four (24) hours after the time of notification (unless the specifications provide a different time or date)</p>	
<p>Email (preferable)</p>	<p><a href="mailto:tprince@spokanecity.org">tprince@spokanecity.org</a> with the Email Subject line: Supplemental Bidder Form for City of Spokane Demolition/Asbestos Abatement 101 &amp; 105 N Madelia</p>
<p>Questions: Please call (509) 625-6400</p>	

## 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.			
<b>PROJECT DETAIL</b>			
Bidder's Company Name		Bidders Contact Name & Phone Number	
Project Name		Project Contract Number:	
Project Owner		Project Location	
Project Owner Contact Name & Title		Owner's Telephone Number	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications			



1/12/2026

## ADDENDUM NO. 1

PW ITB 6484-26 Demolition/Asbestos Abatement at 101 & 105 N Madelia

This Addendum is being released to provide the sign-in sheet from the pre-bid meeting as well as to provide questions and answers asked at the pre-bid meeting.

- 1) ***Potential complications with the retaining wall. Is it possible that it can stay, along with portions of the slab?***
  - a. ***Yes. Following internal communications, the City will amend the expectations in the RFP. The retaining wall, which impacts primarily the east and north sides of the property, and any portions of the slab that remain in sound condition, are permitted to remain. This is assuming that the property abatement protocols to ensure the concrete is not contaminated with asbestos is included in the alternate means work plan proposal to SRCAA.***
- 2) Is there an existing alternate means work plan for this demolition project?
  - a. No – the contractor must develop their own plan that will meet SRCAA regulations.
- 3) Regarding the finished site, what are the expectations?
  - a. City demolition standards are typically to remove all improvements, including the slab, and return the site to raw land. (more on this question later, I initially answered generically.)
- 4) For the alternative means work plan – does 6 inches of soil need to be removed underneath the slab?
  - a. Per SRCAA, if slab can be cleaned with a HEPA vac, soil underneath can be disregarded. If slab is not cleaned, and soil is disturbed, soil will need to be removed.
- 5) Will the City have a 3<sup>rd</sup> party representative for the project?
  - a. No – I will be the primary contact for operational needs and issues.
- 6) Is backfill and compaction required?
  - a. Yes and no – the city expects some level of backfill to provide for a relatively flat and uniform finished site, but compaction is not required.
- 7) Permits and disconnects – are these the contractor's responsibility or will the city manage this aspect.
  - a. Contractor's responsibility.
- 8) Underground utilities or tanks?
  - a. None known or presumed to be there.
- 9) Waste transport – do loads need to be wrapped in plastic during transport?
  - a. Yes, standard asbestos transportation expectations in place for this project.
- 10) Can any steel be salvaged?
  - a. No – all material is presumed to be contaminated with asbestos, and must all be removed in the same manner per the alternate means work plan that the contractor provides.
- 11) Do all workers at the site need to be asbestos certified?
  - a. Yes
- 12) Some fire/building debris is still present in the swales/right of way. Does this need to be removed, and does this include the typical expectation to remove 6 inches of dirt as contaminated?
  - a. Yes

101/105 N Madeline  
Jan. 9, 2026

Name	Company	Address
Al Karlman	Elder Demo, LLC	P.O. Box 10 Wahsleville, OR 97708
Mike Blankenship	IRS Environmental	12415 E Trent Ave Spokane Valley, WA 99216
Cory CARPER	ROB'S DEMO	3816 E. BACKE Spokane, WA 99202
Nick Tidwell	Ascendent Remediation	2412 W Hammill/Gravel Blvd Medical Lake, WA 99022
Tanner Langdon	Wrecking Ball Demo & Abatement	12014 E Spokane, WA 99216
Busty Cole	Shawn Cole construction	15212 W Longas LN Spokane, WA 99216
Dennis Groat	Groat Bros. Inc	608 W. scott Ave wood Spokane, WA 99201
KEENMEERS	DARDAN INC	23507 W HUNTSBURY RD
Dillon Simmons	First Taste	2207 N McKinzie Ln, Liberty Lake, WA 99019
Cameron Watts	Cwatts Trucking	693 S. Idaho St Kennebec, WA 99336
Brian A. Riley	Talisman Cons	3668 E Spokane, WA 99202
<del>Mark Robinson</del>	<del>lix Tech Scale</del>	<del>55 E Lincoln Rd Spokane, WA 99202</del>
Mark Ladd	Ladd Const & Demo	P.O. Box 388 Liberty Lake
Cole Speer	Specialty Group	PO Box 644 Liberty Lake
Scott Childs	All Valley Enviro	500 E. Campbell St #1 Medical Lake WA 99022
Ryan Breithaupt	Breithaupt & Sons	1614 N. Felts Spokane Valley WA 99206
Gill Gilliland	Servu pro	gileservupro.wa.spokane .com

Thea Prince  
Sr. Procurement Specialist,  
Purchasing & Contracts  
Department

**PLEASE NOTE:** RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED IN THE APPROPRIATE SPACE IN THE PROCUREWARE SYSTEM.



CITY OF SPOKANE - PURCHASING  
& CONTRACTS  
915 N. Nelson St.  
Spokane, Washington 99202  
(509) 625-6400

1/13/2026

## ADDENDUM NO. 2

PW ITB 6484-26 Demolition/Asbestos Abatement at 101 & 105 N Madelia

This Addendum is being released to change the Bid Due Date to 1/26/2026 since 1/19/26 is Martin Luther King day and City Hall is closed.

**Bid Opening:** Sealed electronic bids will be accepted **until Monday, January 26, 2026 at 1:00pm.** Bids will be publicly opened at 1:15pm. To participate in bid opening, please visit the City's website at <https://my.spokanecity.org/administrative/purchasing/> for the link to attend virtually and the number to attend by telephone. All bid responses must be submitted electronically through the City of Spokane's bidding portal at <https://spokane.procurement.com> before the aforementioned deadline. Hard copy and/or late bids will not be accepted.

Thea Prince  
Sr. Procurement Specialist,  
Purchasing & Contracts  
Department

---

**PLEASE NOTE:** RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED IN THE APPROPRIATE SPACE IN THE PROCUREMENT SYSTEM.

## Bid Response Summary

**Bid Number** PW ITB 6484-26  
**Bid Title** Demolition/Asbestos Abatement at 101 & 105 N Madelia  
**Due Date** Monday, January 26, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** C Watts Trucking LLC  
**Submitted By** Cameron Watts - Monday, January 26, 2026 11:54:56 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 cwatts85@hotmail.com

**Comments**

**Question Responses**

Group	Reference Number	Question	Response
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the project requirements.	Acknowledged and Agreed
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	Acknowledged and Agreed
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement.	Acknowledged and Agreed
	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.	Acknowledged and Agreed
	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.	Acknowledged and Agreed
	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.	Acknowledged and Agreed
	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.	Acknowledged and Agreed
	CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	Acknowledged and Agreed
	COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by within 90 calendar days or no later than April 30, 2026.	Acknowledged and Agreed

CONTRACTOR CONTACT INFORMATION	Indicate the appropriate point of contact (including phone number and email) regarding this bid and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Cameron Watts Cwatts85@hotmail.com 509-873-9577
PUBLIC WORKS REQUIREMENTS		
1	The work under this contract constitutes a public work under state law.	Acknowledged and Agreed
2	Payment/performance bonds will be required.	Acknowledged and Agreed
3	Statutory retainage will be required.	Acknowledged and Agreed
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).	Acknowledged and Agreed
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: <a href="https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx">https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx</a> . Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is Monday, January 19, 2026 .	Acknowledged and Agreed
6	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	Acknowledged and Agreed
7	The Contractor and any subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	Acknowledged and Agreed
8	The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	Acknowledged and Agreed
9	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	Acknowledged and Agreed
GENERAL CONDITIONS		

1	By submitting a bid, Contractor acknowledges that they have read and understand the General Conditions included in and made a part of the "PW ITB 6848-26 Demolition/Asbestos 101 & 105 N Madelia Bid Document" in the Documents tab.	Acknowledged and Agreed
TECHNICAL REQUIREMENTS		
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	Acknowledged and Agreed
Scope of Work	The Contractor has reviewed and understands the document entitled "PW ITB 6848-26 Demolition/Asbestos 101 & 105 N Madelia Bid Document" in the 'Documents' tab.	Acknowledged and Agreed
Scope of Work	The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.	Acknowledged and Agreed
Professionalism	Successful Contractor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	Acknowledged and Agreed
Asbestos Hazard Emergency Response Act (AHERA) Certified	Contractor must be Asbestos Hazard Emergency Response Act (AHERA) Certified – Upload proof of certification here.	Joshua AHERA BIS Exp 5.5.2026.pdf
BID		
1	Please download the 'Bid Proposal' Pages 8-10 of the PWITB #6848-26 Demolition/Asbestos 101 & 105 N Madelia Bid Document in the 'Documents' tab, complete, and upload the completed document here.	Jan 26 at 09_39.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 construction contract and/or furnish payment/performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here (blank form Page 14 of the PW ITB #6848-26 Demolition/Asbestos 101 & 105 N Madelia Bid Document in the 'Documents' tab).	Spokane - Executed BB.pdf
3	Please indicate if subcontractors will be used to complete this project.	Yes

4	If subcontractors will be used, please use the 'Subcontractor List' Page 11 of the PW ITB #6848-26 Demolition/Asbestos 101 & 105 N Madelia Bid 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.	PW Bid #6484-26 Subcontractor List.pdf
5	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	Acknowledged and Agreed
<b>CONTRACTOR RESPONSIBILITY</b>		
1	Washington State Contractor's Registration No.	cwattwt821ll
2	Contractor's U.B.I. Number	603231857
3	Contractor's Washington Employment Security Department Number	000-464034-01-8
4	Contractor's Washington Excise Tax Registration Number	603231857
5	Contractor's City of Spokane Business Registration Number	Applied and paid for on 1/25/2026
<b>CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS</b>		
1	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	Acknowledged and Agreed

### Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	1	Demolition & Disposal Charge	Base	Each	1.00	\$326,130.00	\$326,130.00	Three hundred twenty six thousand one hundred thirty dollars.
	2	Credit for Salvage	Base	lot	1.00	\$0.00	\$0.00	zero dollars
<b>Total Base Bid</b>						\$326,130.00		

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

## BID PROPOSAL

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

PROJECT: #6484-26 Demolition and Asbestos Abatement of 101 & 105 N Madelia

### BIDDER'S DECLARATION.

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

### BID OFFER.

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

Demolition & Disposal Charge	\$ <u>326,130.00</u> (do not include Washington State Sales Tax)
Credit for Salvage	\$ <u>0</u>
Final Project Bid	\$ <u>326,130.00</u>

THE ABOVE PRICING INCLUDES THE PAYMENT OF PREVAILING WAGES.

THE CONTRACTOR SHALL DUMP ALL SOLID WASTE AND DEMOLITION MATERIAL AT ANY FACILITY PERMITTED FOR DEMOLITION DEBRIS DISPOSAL.

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

### ADDENDA.

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

### CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by within 90 calendar days or no later than April 30<sup>th</sup>, 2026.

### LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of ONE HUNDRED DOLLARS (\$100.00) per working day until the work

is satisfactorily completed.

**BIDDER RESPONSIBILITY.**

Washington State Contractor's Registration No. CWATTWT821LL  
(must be in effect at time of bid submittal)

U.B.I. Number 603231857

Washington Employment Security Department Number 000-464034-01-8

Washington Excise Tax Registration Number 603231857

City of Spokane Business License Number Applied and paid on 1/25/2026  
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

**BID SECURITY.**

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

**NON-COLLUSION.**

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

Name of Bidder: C Watts Trucking LLC

  
Signature of Bidder's Authorized Representative

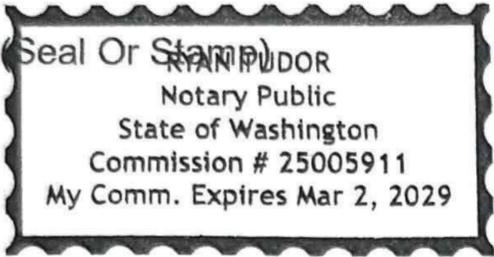
Owner  
Title

693 S Idaho st Kennewick WA 99336  
Address

509-873-9577  
Phone

**IF INDIVIDUAL**

Signed and Sworn To (or Affirmed) Before Me On 1/26/2026  
date



[Signature]  
Signature of Notary Public

My appointment expires Mar 2, 2029

**IF PARTNERSHIP**

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

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

(Seal Or Stamp)

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_

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

**BID BOND**

We, C. Watts Trucking, LLC as Principal,  
and Western National Mutual Insurance 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

**Demolition/Asbestos Abatement of 101 & 105 N Madelia**

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 January 26, 2026  
C. Watts Trucking, LLC

AS PRINCIPAL

By: Cameron Watts

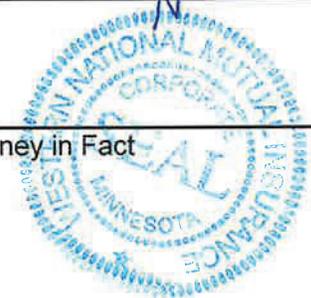
Title: Managing Member

Western National Mutual Insurance Company

A valid POWER OF ATTORNEY must accompany this bond.

AS SURETY

By: Jared W. Haff  
Attorney in Fact



**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: Jared W. Haff, Justin B. Toner, Jason Bravo, Christina O'Brien

HIGHSTREET INSURANCE SVCS WEST (010463)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds)**, as follows:

All written instruments in an amount not to exceed an aggregate of Ten Million Dollars (\$10,000,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

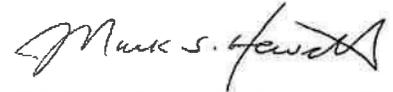
RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
  - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
  - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 5th day of December, 2023.



Jennifer A. Young, Secretary



Mark S. Hewitt, Vice President, Surety

STATE OF MINNESOTA, COUNTY OF HENNEPIN

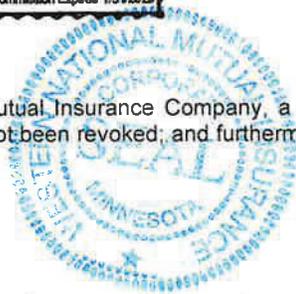
On this 5th day of December, 2023, personally came before me, Jennifer A. Young and Mark S. Hewitt and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Deena Anjali Entrikin, Notary Public  
My commission expires January 31, 2029

CERTIFICATE

I, the undersigned, Secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Edina, MN this 26th day of January, 2026

Jennifer A. Young, Secretary

# Certificate of Completion

This is to certify that on May 5, 2025

**Joshua Baxter**

Did attend and satisfactorily complete the training requirements in accordance with  
TSCA Title II (Section 206) and 40 CFR 763 &  
Missouri State RSMo 643.230

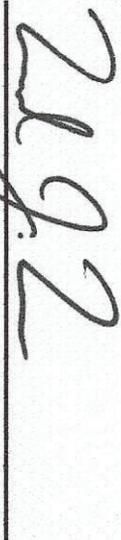
For designation as an

**AHERA Building Inspector (Refresher)**

Certificate No. ASI-BIR-25-046

Refresher Due:  
May 5, 2026

Presented by:



Michael J. Moore

Training Director/Instructor



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

**SUBCONTRACTOR LIST**

**PROJECT NAME: PW ITB #6484-26 Demolition/Asbestos Abatement at 101 & 105 N Madelia**

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

**CONTRACTOR/SUPPLIER** Safeguard Abatement

TYPE OF WORK/BID ITEM Asbestos abatement

AMOUNT \$25000.00

CONTRACTOR'S REGISTRATION NO. SAFEGA\*888Q8

**CONTRACTOR/SUPPLIER** Waste Management Graham Landfill

TYPE OF WORK/BID ITEM Disposal site

AMOUNT \$160,000.00

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. \_\_\_\_\_

\_\_\_\_\_ **NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT**



STATE OF WASHINGTON

# BUSINESS LICENSE

Issue Date: Jan 30, 2026

Limited Liability Company

Unified Business ID #: 603231857

Business ID #: 001

Location: 0001

Expires: Aug 31, 2026

C. WATTS TRUCKING, LLC  
693 S IDAHO ST  
KENNEWICK WA 99336-9622

UNEMPLOYMENT INSURANCE - ACTIVE  
MINOR WORK PERMIT (EXPIRES 12/31/2026) - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE

### CITY/COUNTY ENDORSEMENTS:

- KENNEWICK HOME OCCUPATION BUSINESS - ACTIVE
- WALLA WALLA GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- PASCO GENERAL BUSINESS - NON-RESIDENT #35632 - ACTIVE
- PROSSER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- RICHLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 01/31/2027) - ACTIVE
- QUINCY GENERAL BUSINESS - NON-RESIDENT (EXPIRES 07/31/2026) - ACTIVE
- WEST RICHLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- CLE ELUM GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- YAKIMA GENERAL BUSINESS - NON-RESIDENT (EXPIRES 05/31/2026) - ACTIVE
- UNION GAP GENERAL BUSINESS - NON-RESIDENT (EXPIRES 05/31/2026) - ACTIVE
- BENTON CITY GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- FRANKLIN COUNTY GENERAL BUSINESS - NON-RESIDENT #2983 - ACTIVE

### DUTIES OF MINORS:

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

*John Ryser*  
Director, Department of Revenue

UBI: 603231857 001 0001

C. WATTS TRUCKING, LLC  
693 S IDAHO ST  
KENNEWICK WA 99336-9622

STATE OF WASHINGTON

FOLD HERE

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
MINOR WORK PERMIT (EXPIRES 12/31/2026) - ACTIVE  
TAX REGISTRATION - ACTIVE  
KENNEWICK HOME OCCUPATION BUSINESS - ACTIVE  
WALLA WALLA GENERAL BUSINESS - NON-RESIDENT - ACTIVE  
PASCO GENERAL BUSINESS - NON-RESIDENT #35632 - ACTIVE  
PROSSER GENERAL BUSINESS - NON-RESIDENT - ACTIVE  
RICHLAND GENERAL BUSINESS -

Expires: Aug 31, 2026

*John Ryser*  
Director, Department of Revenue



STATE OF WASHINGTON

# BUSINESS LICENSE

Issue Date: Jan 30, 2026

Limited Liability Company

Unified Business ID #: 603231857

Business ID #: 001

Location: 0001

Expires: Aug 31, 2026

C. WATTS TRUCKING, LLC  
693 S IDAHO ST  
KENNEWICK WA 99336-9622

Ages 16-17: PICKUP/DELIVER SUPPLIES, DRIVE TO MECHANICS, CLEAN SHOP, PICKUP/DEPOSIT CHECKS, ORGANIZE PAPERWORK/RECIPTS FROM JOBS, RAKE, SPRINKLE

Ages 14-15: CLEAN SHOP, ORGANIZE PAPERWORK/RECIPTS FROM JOBS, RAKE, MOVE SPRINKLERS.

### LICENSING RESTRICTIONS:

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

Minors under the age of 16 are prohibited from occupations involving the operation, repair, oiling, cleaning, adjusting, or setting up of or working in proximity to any power-driven equipment. WAC 296-125-033(8).

Only 17 year olds may drive on public roadways if such driving is occasional and incidental. Restricted to daylight hours. 16 and 17 year olds may occasionally drive on employer's private property. WAC 296-125-030 (2). See L&I's Policy: ES.C.4.3.

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

Director, Department of Revenue

UBI: 603231857 001 0001

C. WATTS TRUCKING, LLC  
693 S IDAHO ST  
KENNEWICK WA 99336-9622

STATE OF WASHINGTON

FOLD HERE

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
MINOR WORK PERMIT (EXPIRES 12/31/2026) - ACTIVE  
TAX REGISTRATION - ACTIVE  
KENNEWICK HOME OCCUPATION BUSINESS - ACTIVE  
WALLA WALLA GENERAL BUSINESS - NON-RESIDENT - ACTIVE  
PASCO GENERAL BUSINESS - NON-RESIDENT #35632 - ACTIVE  
PROSSER GENERAL BUSINESS - NON-RESIDENT - ACTIVE  
RICHLAND GENERAL BUSINESS -

Expires: Aug 31, 2026

Director, Department of Revenue

## IMPORTANT!

### PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

#### General Information

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

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

Login to My DOR at [dor.wa.gov](http://dor.wa.gov) if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

#### Endorsements

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

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

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – CONTRACTORS – OPERATIONS AND COMPLETED OPERATIONS – WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### 1. Additional Insured – Operations

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

**B. With respect to Additional Insured - Operations**, coverage is limited as follows:

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

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

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

#### 2. Additional Insured – Completed Operations

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

and included in the "products-completed operations hazard".

B. With respect to **Additional Insured – Completed Operations**, coverage is limited as follows:

- (1) A person or organization's status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.
- (2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

### 3. Primary and Noncontributory

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

#### Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

### 4. Other Provisions Applicable to Additional Insured – Operations and Additional Insured – Completed Operations

- A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.
- B. The coverage provided under Paragraph f. of the definition of "insured contract" under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.
- C. The insurance afforded to such additional insured only applies to the extent permitted by law; and

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

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

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

- (1) The minimum amount required by the contract or agreement; or
- (2) The Limits of Insurance shown in the Declarations;

whichever is less.

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

E. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

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

## COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

<b>SUMMARY OF COVERAGES</b>	<b>PAGE</b>
Bodily Injury And Property Damage Liability	
• Non Owned Watercraft Up To 50 Feet.....	2
Property Damage Liability	
• Elevators.....	3
• Fire, Lightning, Explosion Or Sprinkler Leakage Exception .....	3
• Borrowed Equipment (\$25,000 Per Occurrence, \$50,000 Aggregate, \$2,500 Deductible Per Occurrence .....	3
Supplementary Payments – Amended	
• Bail Bonds Up To \$5,000.....	3
• Loss of Earnings Up To \$500/Day .....	3
Who Is An Insured Amendments	
• Employee Bodily Injury To A Co-Employee .....	4
• Newly Formed Or Acquired Organizations For Up To 180 Days .....	4
• Blanket Additional Insured – Vendors – As Required By Contract .....	4
• Blanket Additional Insured – Lessor Of Leased Equipment .....	6
• Blanket Additional Insured – Managers Or Lessors Of Premises .....	6
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations .....	7
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises .....	8
Damage To Premises Rented To You – \$300,000.....	9
Medical Payments Increased Limit – \$10,000 Or Amount Shown on Declarations .....	9
Conditions	
• Knowledge of Occurrence, Offense, Claim Or Suit Amended .....	9
• Unintentional Failure To Disclose Hazards .....	9
• Waiver of Subrogation .....	10
Insured Contract Amended .....	10
Personal And Advertising Injury Redefined	
• Televised, Videotaped Or Electronic Publication .....	10

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

**COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

**SECTION I – COVERAGES AMENDMENTS**

**COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**A. Non Owned Aircraft Or Watercraft**

Item **2. Exclusions**, Paragraph **g.** is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved in the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 50 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This Subparagraph (2) applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

- (3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft; or
- (5) “Bodily injury” or “property damage” arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of “mobile equipment”.

## B. Damage To Property Coverage Extensions

Item 2. **Exclusions**, Paragraph j. is replaced by the following:

### j. **Damage To Property**

“Property damage” to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;
- (2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to “property damage” (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph (2) of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to “property damage” to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for “property damage” under this provision:

- (1) \$25,000 any one “occurrence”, regardless of the number of persons or organizations who sustain damages because of that “occurrence”;
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one “occurrence”, regardless of the number of persons or organizations who sustain damages because of that “occurrence”. We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or “suit”. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph (6) of this exclusion does not apply to “property damage” included in the “products-completed operations hazard”.

The insurance provided for “property damage” from the use of elevators and for “property damage” to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

## C. Damage To Premises Rented To You

Item 2. **Exclusions**, the last paragraph is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

## COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

### D. Personal And Advertising Injury

Item 2. **Exclusions** is amended by replacing Sub-paragraphs **b.** and **c.** with the following:

#### **b. Material Published With Knowledge Of Falsity**

“Personal and advertising injury” arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

“Personal and advertising injury” arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

### E. Supplementary Payments – Coverages A and B

Item 1. is amended by replacing Subparagraphs **b.** and **d.** with the following:

**b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

## SECTION II – WHO IS AN INSURED AMENDMENTS

### A. Employee Bodily Injury To A Co-Employee

Paragraph 2. **a. (1)** is replaced by the following:

However, none of these “employees” or “volunteer workers” are insureds for “bodily injury” or “personal and advertising injury”:

**(a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;

**(b)** To the spouse, child, parent, brother or sister of the co-“employee” or “volunteer worker” as a consequence of Paragraph **(1)(a)** above;

**(c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

**(d)** Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for “bodily injury” or “personal and advertising injury” to any co-“employee” or other “volunteer worker” arising out of and in the course of the co-“employee’s” or “volunteer worker’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-“employee” or other “volunteer worker”, is brought against you or a co-“employee” or a “volunteer worker”, we will reimburse the reasonable costs that you incur in providing a defense to the co-“employee” or “volunteer worker” against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

### B. Newly Acquired Organizations

Paragraph 3. **a.** is replaced by the following:

**a.** Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;

The following are added:

**C. Blanket Additional Insured – Vendors – As Required By Contract**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However,

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
  - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
    - a. The insurance afforded the vendor does not apply to:
      - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
      - (2) Any express warranty unauthorized by you;
      - (3) Any physical or chemical change in the product made intentionally by the vendor;
      - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
      - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
      - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
      - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
      - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
        - (i) The exceptions contained in Subparagraphs (4) or (6); or
        - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  3. This Provision **C.** does not apply:
    - a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
    - b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
    - c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.
  4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:

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

    - a. The minimum amount required by the contract or agreement; or
    - b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

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

#### **D. Blanket Additional Insured – Lessor Of Leased Equipment**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your negligent acts or omissions in the maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- c. Does not apply to any "occurrence" which takes place after the equipment lease expires;

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to the Lessor, the following additional exclusions apply:

"Bodily injury" or "property damage" arising out of:

- (1) The assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Lessor would have in the absence of the contract or agreement;
- (2) Any express warranty made by the Lessor;
- (3) The demonstration, installation, servicing, inspections, adjustments, tests, repair, or maintenance operations by or for the Lessor;
- (4) The negligence or strict liability of the Lessor for its own acts or omissions or those of its employees or anyone else acting on its behalf; or
- (5) Any failure on the part of the Lessor to provide information, instructions and/or warnings with respect to the maintenance, use or operation of the equipment.

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

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

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

#### E. Blanket Additional Insured – Managers Or Lessors Of Premises

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.  
b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and  
b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

- a. The minimum amount required by the contract or agreement; or  
b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

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

**F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations**

**Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. This insurance does not apply to:
    - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
    - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

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

**G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises**

**Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
  - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
  - b. The construction, erection or removal of elevators; or

c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

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

## **SECTION III – LIMITS OF INSURANCE AMENDMENTS**

### **A. Damage To Premises Rented To You**

Paragraph 6. is replaced by the following:

- 6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:
  - a. \$300,000; or
  - b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

### **B. Medical Expense Limit**

Paragraph 7. is replaced with the following:

- 7. Subject to Paragraph 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the greater of:
  - a. \$10,000; or
  - b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

## SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

### A. Knowledge Of Occurrence

Item 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

- e. You must give us or our authorized representative prompt notice of an “occurrence”, claim or loss only when the “occurrence”, claim or loss is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) An executive officer or insurance manager, if you are a corporation; or
  - (4) A member or manager, if you are a limited liability company.

### B. Other Insurance

Item 4. **Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

- (ii) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

### C. Unintentional Failure To Disclose Hazards

Item 6. **Representations** is replaced by the following:

#### 6. Representations And Unintentional Failure To Disclose Hazards

- a. By accepting this policy, you agree:
  - (1) The statements in the Declarations are accurate and complete;
  - (2) Those statements are based upon representations you made to us; and
  - (3) We have issued this policy in reliance upon your representations.
- b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

### D. Waiver of Subrogation

Item 8. **Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

## SECTION V – DEFINITIONS AMENDMENTS

### A. Insured Contract Amended

Paragraph 9. a. is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

### B. Personal And Advertising Injury Redefined

Paragraph 14. d. and e. are replaced by the following:

- d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or service;
- e. Oral, written, televised, videotaped or electronic publication of material that violates a person’s right of privacy;

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

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Designated Construction Project(s):</b> PER WRITTEN CONTRACT OR AGREEMENT WHERE YOU AGREED TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT FOR EACH PROJECT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

- 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

## BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

The Business Auto Enhancement Edge Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to the following endorsement for changes in your policy.

<b>SUMMARY OF COVERAGES</b>	<b>PAGE</b>
Accidental Airbag Deployment Coverage	5
Audio, Visual and Data Electronic Equipment – Limit Amended	5
Auto Loan/Lease Gap Coverage	5
Blanket Additional Insured	3
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	4
Employee Hired Auto	6
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	3, 6
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Primary and Noncontributory If Required by a Written Contract or Written Agreement	6
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	3
• Loss of Earnings up to \$500/Day	3
Temporary Substitute Vehicle Physical Damage	2
Towing	3
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	6

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

## **BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

#### **SECTION I – COVERED AUTOS COVERAGE AMENDMENTS**

##### **A. Temporary Substitute Vehicle Physical Damage**

**SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** is amended by adding the following:

If a covered “auto” you own is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. “Loss”, or
- e. Destruction;

the Physical Damage Coverages provided by the Business Auto Coverage Form for that disabled covered “auto” are extended to any “auto” you do not own while used with the permission of its owner as a temporary substitute for the covered “auto” that is out of service.

#### **SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS**

##### **A. Who Is An Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, “insured” does not include any subsidiary of yours that is an “insured” under any other automobile liability policy or would be an “insured” under such policy but for termination of such policy or the exhaustion on such policy’s limits of insurance.

- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:

- (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
- (2) does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization;
- (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
- (4) does not apply to an “insured” under any other automobile liability policy or would be an “insured” under such a policy but for termination of such policy or the exhaustion of such policy’s limits of insurance.

- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

- g. Any “employee” of yours is an “insured” while operating a covered “auto” hired or rented under a contract or agreement in the “employee’s” name, with your permission, while performing duties related to the conduct of your business.

**B. Blanket Additional Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c.** is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.

**C. Liability Coverage Extensions – Supplementary Payments**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by replacing subparagraphs (2) and (4) with the following:

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

**D. Fellow Employee Coverage**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee,** the following is added:

<b>Co-Employee</b>	<b>Lawsuit</b>	<b>Defense</b>	<b>Cost</b>
<b>Reimbursement</b>			

If a suit seeking damages for “bodily injury” to any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow “employee”, is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

**SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS**

**A. Towing**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing,** is amended by adding the following:

**2. Towing**

We will pay up to \$250 for towing and labor costs incurred each time a covered “auto” is disabled. However, the labor must be performed at the place of disablement. This \$250 limit is reduced by any applicable towing limit shown in the declarations.

Regardless of the number of disablements, the maximum amount we will pay under this endorsement for all towing and labor costs combined during any one year is \$2,500.

**B. Transportation Expense – Limits Amended**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1,000 maximum.

**C. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses** is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

**D. Personal Effects Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following:

**c. Personal Effects**

We will pay up to \$500 for “loss” to personal effects, which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto.”

This coverage applies only in the event of the total theft of your covered “auto.” No deductible applies to this coverage

**E. Glass Repair – Deductible Waiver**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**F. Hired Auto Physical Damage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage** is amended by adding the following:

**5. Hired Auto Physical Damage**

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of like kind and use, subject to the following:

- a. The most we will pay for any one “loss” is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to “loss” caused by fire or lightning;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

**G. Rental Reimbursement**

**SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage**, is amended by adding the following:

**6. Rental Reimbursement**

This coverage applies only to a covered “auto” of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto.” No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
  - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
  - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
  - (1) Necessary and actual expenses incurred, or
  - (2) \$50 per day, up to a maximum of \$1,000.

- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

**H. Accidental Airbag Deployment Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage** is amended by adding the following:

**7. Accidental Airbag Deployment Coverage**

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

**I. Auto Loan/Lease Gap Coverage**

**SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage,** is amended by adding the following:

**8. Auto Loan/Lease Gap Coverage**

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

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

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
  - (1) Overdue lease/loan payments at the time of the "loss";

- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Security deposits not returned by the lessor;
- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) Carry-over balances from previous loans or leases.

**J. Audio, Visual and Data Electronic Equipment – Limit Amended**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b.** is amended by replacing the \$1,000 limit with a \$2,500 limit.

**SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS**

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

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

**B. Blanket Waiver of Subrogation**

**Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us,** is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**C. Unintentional Failure to Disclose Hazards**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud**, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

**D. Employee Hired Auto**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance**, paragraph **b.** is deleted and replaced by the following:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be a covered “auto” you own:
- (1)** Any covered “auto” you lease, hire, rent or borrow.
  - (2)** Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

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

**E. Primary and Noncontributory If Required By Written Contract or Written Agreement**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c.**, the following is added and supersedes any provision to the contrary:

This Coverage Form’s Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an “insured” under your policy provided that:

- (1)** Such “insured” is a Named Insured under such other insurance; and
- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such “insured”.



December 16, 2025

**ORDER OF BUILDING OFFICIAL  
CERTIFIED MAIL**

TORMINO SASH INC  
827 E FRANCIS AVE  
SPOKANE WA 99207

TORMINO SASH & GLASS  
2706 E MOUNT VERNON CT  
SPOKANE WA 99223

JOHN TORMINO JR.  
827 E FRANCIS AVE.  
SPOKANE WA 99207

MARCO BARBANTI  
2027 W CARLISLE AVE.  
SPOKANE WA 99205

**RE: BUILDING OFFICIAL'S SHOW CAUSE HEARING ON A SUBSTANDARD, UNFIT AND FIRE-DAMAGED  
COMMERCIAL BUILDING AT 101 AND 105 N MADELIA, SPOKANE, WASHINGTON 99202**  
**PARCEL NO:** 35163.3304 AND 35163.3305  
**LEGAL DESCRIPTION:** SUB OF SEC 16 L7 B40 AND SUB OF SEC 16 L8 B40  
**E2500193BLDG**

On Tuesday, December 2, 2025, a hearing was held before me as Building Official for the City of Spokane, regarding the substandard, unfit, abandoned and nuisance house and outbuildings at 101 and 105 N Madelia St., City of Spokane, County of Spokane, State of Washington. The hearing was held in accordance with Section 17F.070.440 of the Spokane Municipal Code.

At the hearing, evidence of ownership and condition of this property was presented by the Spokane Code Enforcement Department. After careful review and deliberation on the above I concluded as follows:

**REPORT SUMMARY**

At the hearing, Code Enforcement provided a summary of the recent history of the City's involvement at the property. Staff reported that a Summary Hearing was held on August 21, 2025, regarding the fire-damaged, substandard and unfit commercial building at 101 and 105 N Madelia, Spokane, WA. A fire occurred on August 20<sup>th</sup>, 2025. A Code Enforcement site inspection occurred on August 21, 2025, and communications with Spokane Fire Department personnel, the Fire Marshall, Building Official, and Code Enforcement staff occurred on this date as well. Jason Ruffing with Code Enforcement communicated with the property owner John Tormino and attorney Marco Barbanti regarding the property on multiple occasions on this date, and also communicated with a potential contractor regarding the needed partial demolition work due to unsafe conditions following the fire. Additional communications between Tormino, Barbanti, and Ruffing resulted in ownership verbally authorizing the city to

take summary action to partially demolish the remnants of the structure via a demolition contract, and to coordinate fencing the property, understanding that any costs incurred by the City in doing this emergency work would be placed as a property tax lien on the subject properties. The cost for the partial demolition was over \$8,000. Since the summary hearing and partial demolition, Code Enforcement has stayed in communication with property ownership representatives, including an in-person meeting with attorney Marco Barbanti on November 6, 2025, and again on November 19, 2025. Due to no plan being prepared within the timeframe outlined in the summary order, and no substantial progress being made towards completion of the demolition, the fire damaged commercial building is scheduled for a hearing before the City Building Official to determine next steps.

Code Enforcement staff prepared and served the hearing notice in accordance with SMC guidelines. Certified and standard mail notices were sent to known contacts on November 11, 2025. A title notice was recorded on the property as a lis pendens on November 12<sup>th</sup>, 2025. The property was physically posted with a notice on November 13<sup>th</sup>.

Staff reported that Code Enforcement staff met with attorney Marco Barbanti, representing the Tormino family, on November 6<sup>th</sup> and 19<sup>th</sup> to discuss the property and plans for resolution. In weeks prior to this there was some communication between Barbanti and Ruffing regarding the status on the demolition plan, potential alternative asbestos abatement methods, etc. During the 2<sup>nd</sup> meeting, City Attorney Tim Szambelan was present as well. The building was not insured and there does not seem to be resources to cover the expected costs of the complete demolition. Code Enforcement, City Legal, and Barbanti discussed some potential options, which will likely be discussed further at this hearing.

Staff reported that on December 1, 2025, Code Enforcement staff conducted a site visit in preparation for the December 2<sup>nd</sup> hearing. The fence around the property remains secure and signage is in place. There is no change with the condition of the building, which is essentially a large pile of rubble in need of completion to the demolition and cleanup efforts that began under the summary order in August of 2025.

No property representatives attended the December 2, 2025 hearing or have provided substantive updates on the property since the hearing.

## FINDINGS

In conclusion the building is found to be substandard as defined by Section 17F.070.400 of the Spokane Municipal Code, due to:

- A. Structural defects: foundation, wall and roof framing. The building is severely fire-damaged resulting from a fire on August 20<sup>th</sup> and 21<sup>st</sup>, 2025. The structure was partially demolished under a summary order on August 22<sup>nd</sup>, 2025.
- C. Unsanitary conditions: waste accumulation, health hazards. Findings: Fire debris and building materials are present throughout the property and the right of way.
- D. Defective/inoperable plumbing. Findings: any plumbing systems present at the property are fire-damaged.
- G. Inoperable or inadequate heating system. Findings: Power is off to the property due to the fire, and any heating systems have been damaged by fire.
- H. Hazardous electrical conditions. Findings: the electrical system is fire-damaged and inoperable.
- K. Fire damaged structure. Findings: the commercial building is completely fire-damaged, partially collapsed, with no reasonable option available for rehabilitation. As a result of a Building Official summary order following the fire, the building was partially demolished on August 22<sup>nd</sup>, 2025.
- L. Defects increasing the hazards of fire, accident or other calamity. Findings: The building is now essentially a large pile of rubble due to the previous partial demolition. The site is fenced, however the site remains dangerous and an attractive nuisance, requiring resolution, full demolition and cleanup. All these defects increase the hazards of fire, accident or other calamity in the commercial building and surrounding right of way.

### UNFIT SMC 17F.070.410

The building is also found to be unfit as defined in Section 17F.070.410 of the Spokane Municipal Code, due to:

- Quantity and extent of conditions

### NUISANCE SMC 10.68.020

The building is also found to be a nuisance as defined as SMC 10.08A.020 of the Spokane Municipal Code, due to: SMC 10.68.020 H1fii5 - an abandoned or vacant building, structure or part thereof not securely closed to entry;

## BUILDING OFFICIAL'S ORDER

- 1. Order to Demolish all structures on site:** No evidence was presented to show cause for allowing the buildings to remain. The timeline included in the previous summary order to develop and provide a demolition plan has passed and nothing was submitted by responsible parties for the property. You are ordered to demolish all said structures on the site within **30 days from the date of this letter, or by January 16, 2026. Due to the safety-sensitivity and environmental concerns at the site, the Building Official is also directing City staff to begin the City's process towards demolition at the site immediately.** City standards are: Remove any foundation to grade elevation. Fill any hole to grade with suitable materials and remove all debris from the premises immediately after demolition. Commercial contractors must remove waste to the Northside Landfill. Minor demolition waste by private owners can be brought to the transfer stations at Sullivan Road or Colbert (Elk Chattaroy Road), or the Waste to Energy Plant at Geiger Boulevard. Asbestos waste is disposed of at Graham Road Recycling and Disposal Facility, call 244-0151 for details and costs. If the demolition is not completed per this order, the City will proceed with demolition at city expense. Such costs shall be assessed as a lien against the property.
- 2. Order to assess annual hearing process fee:** The annual hearing processing fee of \$2,000.00 is being assessed per authority of Spokane Municipal Code 8.02.067. This fee is assessed to the land owner where the substandard or unfit building is located for all costs and expenses incurred by the City in administration of and enforcement of this code. A new fee will be assessed at the beginning of each twelve month period that the building remains substandard, unfit or abandoned as determined by the Building Official. Up to five hundred dollars of the annual fee may be refunded if the property is repaired and removed from the building official process within one year from the first hearing. The building official or his designee is authorized to officially remove a property from the building official process and authorize the refund of a portion of the fee. This fee can be paid online using the following location. Payment is also accepted in person at City Hall, 808 W Spokane Falls Blvd., Spokane, WA, 99201. Please call 509-625-6300 for additional assistance. <https://aca.spokanepermits.org/CitizenAccess/default.aspx>
- 3. Order to assess property monitoring fee:** The property monitoring fee of \$300.00 is being assessed. The property has been found to contain nuisance conditions which need to be monitored for one year under SMC 17F.070.040. This fee can be paid online using the following location. Payment is also accepted in person at City Hall, 808 W Spokane Falls Blvd., Spokane, WA, 99201. Please call 509-625-6300 for additional assistance. <https://aca.spokanepermits.org/CitizenAccess/default.aspx>
- 4. Order to keep secure:** You are hereby ordered to keep the building and entire premises secure when not undergoing rehabilitation or investigation. The property owner or their contractor may enter to make repairs.
- 5. Do not occupy:** Order is in effect for the entire premises until substandard conditions have been alleviated.
- 6. Further instructions:** Obtain permits where required prior to beginning such work and call for inspections. We will monitor your progress. This matter will be reviewed at a future date.  
According to Spokane Municipal Code, Section 17F.040.190 (B), corrective action must be taken when any building is found as being used or maintained in a dangerous or unsafe condition. Failure to comply with the orders of the Building Official or their agent with the City of Spokane may result in the issuance of a civil infraction.

***ASBESTOS*** An asbestos inspection is required, per State Law, before authorizing or allowing any construction, renovation, remodeling, maintenance, repair or demolition. The inspection results are required to be documented by written report, maintained on file and made available upon request to the Director, Washington State, Department of Labor and Industries (WAC 296-62-07721). For detailed information contact Spokane Regional Clean Air Agency at (509) 477-4727.

## NOTICE OF RIGHT TO APPEAL

You have the right to appeal the decision of the Building Official to the City Hearing Examiner within 30 days from the date of this letter. Appeal forms are available by contacting the Development Services and Code Enforcement Department @ 625-6300. Pursuant to Spokane Municipal Code 08.02.087 an appeal fee of \$ 250 must accompany a completed appeal form. THE DATE OF THE LAST DAY TO APPEAL IS JANUARY 15<sup>TH</sup>,

2026, AT 4:30 pm.

If you have any questions, please call Jason Ruffing at (509) 625-6529.

SO ORDERED



John Goldsmith, Deputy Building Official

**CERTIFIED:**

TORMINO SASH INC

9489 0178 9820 3040 1637 85

TORMINO SASH & GLASS

9489 0178 9820 3040 1637 92

JOHN TORMINO JR.

9489 0178 9820 3040 1638 08

MARCO BARBANTI

9489 0178 9820 3040 1638 15

Enclosure: Rehabilitation Plan

PC: J. Goldsmith, Deputy Building Official

Email:

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 03/16/2026**Committee Agenda type:** Discussion**Date Rec'd**

3/11/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 04/13/2026**Submitting Dept**

MAYOR

**Bid #****Contact Name/Phone**

SARAH 6779

**Requisition #****Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

SDIXIT

**Sponsoring at Administrators Request**

NO

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

ORDINANCE RELATING TO MOBILE FOOD VENDING REGULATIONS

**Agenda Wording**

An ordinance related to the activation of public spaces through mobile food vending; repealing Sections 08.02.0234, 17C.390.020, and Chapter 10.51; amending Sections 08.01.070, 10.40.010, 12.05.010, 17C.120.110, 17C.122.070, 17C.124.110, 17C.130.110, and 17C.390.030; and adopting new Sections 12.15.070 and 12.15.080 of the Spokane Municipal Code.

**Summary (Background)**

Mobile food vending, such as mobile food trucks and carts, adds vitality to public spaces, encourages pedestrian activity, and promotes economic development. The City Council adopted regulations for mobile food vending in 2014 through Ordinance C35097 and has not updated them since. This ordinance intends to make it easier for mobile food vendors to thrive in Spokane by removing unnecessary regulatory barriers and barriers to entry while also protecting public health and safety. This ordinance eliminates the additional annual mobile food vending regulatory license requirement. This ordinance eliminates the requirement that a mobile food vendor obtain written permission from an adjacent property owner when operating in the public right-of-way in downtown. The ordinance intends to activate surface parking areas by providing that a mobile food vendor is not required to make site improvements when operating on a surface parking area. The ordinance updates the prohibition on the sale of alcohol by recognizing state law changes that now allow a mobile food vendor to also obtain a caterer's permit and liquor license from the Washington State Liquor and Cannabis Board to sell alcohol at certain events. The ordinance moves mobile food vending regulations to the Activation of Public Spaces code chapter.

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

Regulatory licensing increases barriers to entry for small businesses and increases compliance costs and risks. Mobile food vending can provide opportunities to chefs and entrepreneurs who may lack the initial capital to open a brick-and-mortar restaurant.

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

This ordinance does not create additional data collection requirements.

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

This ordinance does not create additional data collection requirements.

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

Comprehensive Plan Policy DP 4.2 – Street Life Comprehensive Plan Policy N 1.1 – Downtown Development  
Comprehensive Plan Policy ED 3.10 – Downtown Spokane Downtown Plan Priority Action 1.3 – Make  
sidewalks active Downtown Plan Priority Action 3.1 – Use the edges of surface parking lots for active uses  
Downtown Plan Priority Action PS 1.1 – Activate public spaces downtown Comprehensive Plan Policy ED 3.5 –  
Locally-Owned Businesses Comprehensive Plan Policy ED 3.6 – Small Businesses

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget? NO	
Total Cost	\$ 500
Current Year Cost	\$ 500
Subsequent Year(s) Cost	\$ 0
<b><u>Narrative</u></b>	
The City generally receives less than \$500 in revenue from the mobile food vending regulatory license. The revenue generated through this license requirement is likely less than the administrative costs to maintain the license program.	
<b>Amount</b>	<b>Budget Account</b>
Select \$	#
<b>Funding Source</b> N/A	
<b>Funding Source Type</b> Select	
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	MCDANIEL, ADAM
<b>Division Director</b>	
<b>Accounting Manager</b>	
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	
<b>Distribution List</b>	

## ORDINANCE NO. C - \_\_\_\_\_

An ordinance related to the activation of public spaces through mobile food vending; repealing Sections 08.02.0234, 17C.390.020, and Chapter 10.51; amending Sections 08.01.070, 10.40.010, 12.05.010, 17C.120.110, 17C.122.070, 17C.124.110, 17C.130.110, and 17C.390.030; and adopting new Sections 12.15.070 and 12.15.080 of the Spokane Municipal Code.

**WHEREAS**, Spokane Municipal Code 17C.390.010 reads: *“Mobile food vending such as mobile food trucks and carts can add vitality to the commercial districts and the street environment, encourage walking, and promote economic development”*; and



**WHEREAS**, Comprehensive Plan Policy DP 4.2 – Street Life calls for the City to *“Promote actions designed to increase pedestrian use of streets, especially downtown, thereby creating a healthy street life in commercial areas”*; and

**WHEREAS**, Comprehensive Plan Policy N 1.1 – Downtown Development calls for the City to *“Develop downtown Spokane as the primary economic and cultural center of the region...”*; and

**WHEREAS**, Comprehensive Plan Policy ED 3.10 – Downtown Spokane calls for the City to *“Promote downtown Spokane as the economic and cultural center of the region.”*; and

**WHEREAS**, Downtown Plan Priority Action 1.3 calls for the City to *“Make sidewalks active and vibrant places through continued efforts to streamline design requirements, and developing new pilot projects in partnership with local businesses downtown”*; and

**WHEREAS**, Downtown Plan Priority Action 3.1 calls for the City to *“Develop a program to use the edges of surface parking lots for active uses, programming, and events such as food trucks, vendors, and farmers markets.”*; and



An activated surface parking lot in Asheville, NC, parts of which are used for outdoor seating with railings, low cost overhead lighting, while also serving the parking and service needs for the surrounding businesses



A food plaza in Portland, OR, with vendors along the edge of the street in a surface parking lot.



Food trucks used to activate the street edge along a surface lot in Naples, FL

**WHEREAS**, Downtown Plan Priority Action PS1.1 calls for the City to “Strategically program and activate public spaces downtown.”; and

**WHEREAS**, Comprehensive Plan Policy ED 3.5 – Locally-Owned Businesses calls for the City to “Support opportunities to expand and increase the number of locally-owned businesses in Spokane.”; and

**WHEREAS**, Comprehensive Plan Policy ED 3.6 – Small Businesses calls for the City to “Recognize the significant contributions of small businesses to the city’s economy and seek to enhance small business opportunities.”

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

**Section 1.** That Section 08.01.070 of the Spokane Municipal Code is amended to read as follows:

**Section 08.01.070 Business Registration Required**

- A. No person may engage in business in the city of Spokane or with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration a Spokane city endorsement as provided in this chapter. Annual general business licenses with a Spokane city endorsement shall be issued and registered through the Washington State Department of Revenue’s Business Licensing Service (BLS). A general business license is good for twelve months and must be renewed before expiration for the next twelve months. Any temporary registrations, to include itinerant vendor registrations shall be issued and registered by the City of Spokane Taxes and Licenses Office. In addition,

persons whose activities fall within the definition of [SMC 10.40.010](#) must obtain an “itinerant vendor” permit as provided in [SMC 10.40.010](#), in addition to a business registration. A business license does not authorize illegal activities.

- B. If a business changes names or locations during a registration year, it must notify the Washington State Business Licensing Service to obtain a new registration document to display in the place of business that reflects the change of name or location. A change of location may require the filing of a new application through the Business Licensing Service, as described in this chapter.
- C. A person or business conducting the following activities shall register for an annual regulatory business license or obtain an annual permit in addition to obtaining a general business license and shall follow the requirements of the activity's respective chapter:

<b>Annual Regulatory Licenses and Permits</b>	<b>Licensing Requirements</b>
Amusement Facility License	<a href="#">SMC 10.23A</a>
Commercial Tree License	<a href="#">SMC 10.25</a>
Building Moving and Relocation Permit	<a href="#">SMC 10.26</a>
Sidewalk Café, <del>Streeteries</del> , and Parklets <del>((Permit))</del> License	<del>((SMC 10.28))</del> <a href="#">SMC 12.15</a>
Contractors and Workers Licensing: Blaster, Boiler Operator, Fire Equipment Servicer, Gas Hearing Mechanic	<a href="#">SMC 10.29</a>
Fireworks Permit	<a href="#">SMC 10.33A</a>
For-hire Vehicle Driver and For-hire Operator License	<a href="#">SMC 10.34A</a>
Infectious Waste License	<a href="#">SMC 10.35</a>
Itinerant Vendor License	<a href="#">SMC 10.40</a>
Special Police Officer License	<a href="#">SMC 10.41A</a>
Charitable Solicitation License	<a href="#">SMC 10.42</a>
Telephone and Telegraph Construction Permit	<a href="#">SMC 10.43</a>
Emergency Medical Transport Permit	<a href="#">SMC 10.47</a>
<del>((Mobile Food Vendor License))</del>	<del>((SMC 10.51))</del>

Food Delivery License	<a href="#">SMC 10.515</a>
Short Term Rental License	<a href="#">SMC 10.52</a>
<del>((Parklets and Streateries Licenses))</del>	<del>((SMC 10.55))</del>
Residential Rental House License	<a href="#">SMC 10.57</a>

**Section 2.** That Section 08.02.0234 (Mobile Food Vendor Permit) of the Spokane Municipal Code is hereby repealed.

**Section 3.** That Section 10.40.010 of the Spokane Municipal Code is amended to read as follows:

**Section 10.40.010 Itinerant Vendor Designation & Permit - When Required**

A regular or temporary business issued a registration under chapter [8.01 SMC](#) must obtain a separate “itinerant vendor” permit from the City of Spokane (~~Taxes and Licensing Officer~~) Office of Taxes and Licenses under any of the following circumstances:

- A. Where the person is engaged in the business of selling or delivering goods or services within the City from a fixed or temporary location as an itinerant vendor, except ~~((those))~~ mobile food vendors ~~((operating under the provisions of chapter 10.51 SMC Mobile Food Vending))~~ shall not be considered itinerant vendors.
  - 1. Examples are people selling prepackaged food or wares from roving vehicles in the streets, except mobile food vendors. (Cross Reference: [SMC 8.01.220](#) ~~((and chapter 10.51 SMC.))~~).
- B. Where the person travels from door to door as the ~~((principle))~~ principal means of conducting business, offering, exposing for sale, or selling within the City any goods, merchandise, service, or product.
- C. Where the person engages in any business in the City with no permanent location. (Cross Reference: [SMC 8.01.070](#)).
- D. A person who engages in constitutionally protected expressive activities in the public right-of-way shall not be required to obtain a business registration unless the person engages in business activities. Constitutionally protected expressive activities conducted in the public right-of-way shall include, but is not limited to, street performers. For the purposes of this section, a street performer means an individual, including street musicians, who performs any form of artistic expression. The voluntary contribution of money or other items of value by members of the public to the individual in association with the expressive activity

shall not result in the requirement of obtaining a business registration. A person who engages in constitutionally protected expressive activities in the public right-of-way must still comply with all other regulations regarding conduct in the public right-of-way.

**Section 4.** That Chapter 10.51 (Mobile Food Vendors) of the Spokane Municipal Code is hereby repealed.

**Section 5.** That Section 12.15.010 of the Spokane Municipal Code is amended to read as follows:

**Section 12.15.010 Definitions**

<b>Term</b>	<b>Definition</b>
Alcohol Service Area	“Alcohol service area” means an area in which alcohol may be sold, served, and consumed as authorized by the City of Spokane and the Washington State Liquor and Cannabis Board.
Applicant	“Applicant” means any person seeking a license on their own behalf or on behalf of a property owner. The applicant shall serve as the primary contact for the license.
<u>Mobile Food Vending Unit</u>	<u>“Mobile Food Vending Unit” means a movable food service establishment such as a pushcart, van, trailer, or a temporary/movable structure approved for mobile food vending by the Spokane Regional Health District. The Mobile Food Vending Unit provides space for limited storage, handling, and/or dispensing of foods. The entire operation must be contained within/on the mobile food vending unit, except that expansion of the operation may be allowed in conjunction with an approved temporary event as allowed under the rules of the Spokane Regional Health District.</u>
<u>Mobile Food Vendor</u>	<u>“Mobile Food Vendor” means a person or persons owning, operating, or working in a mobile food vending unit and is the permit holder and person in charge of a mobile food vending unit under the provisions of the Washington Administrative Code (WAC) 246-215 and</u>

	<p><u>the rules of Spokane Regional Health District. A mobile food vendor, as defined herein, is not an itinerant vendor as defined in Chapter 10.40 SMC, Itinerant Vendors.</u></p> <p><u>Mobile food vendors do not include lemonade stands described in WAC 246-215-01115 and mobile caterers who are engaged in the business of transporting, in vehicles, food and beverages to residential, business, and industrial establishments pursuant to prearranged schedules and dispensing from the vehicles the items to and for the convenience of the personnel or occupants of such establishments.</u></p>
Parklet	<p>“Parklet” means a small public gathering space, occupying up to two parking stalls or a loading zone, as applicable, on a public street, and treated in all respects as a public sidewalk, but the facilities of which are privately owned and maintained.</p>
<u>Restaurant</u>	<p><u>“Restaurant” means any establishment having special space and accommodation where food and beverages are regularly sold to the public for immediate, on-site consumption. Restaurant includes, but is not limited to, diners, coffee shops, bars, delicatessens, and cafeterias.</u></p>
Sidewalk Café	<p>“Sidewalk café” means a portion of a public sidewalk on which tables and chairs are placed for the use of patrons while consuming food and/or beverages, including liquor as defined in RCW 66.04.010, served by a café, restaurant, or tavern located on abutting property.</p>
Streatery	<p>“Streatery” means up to two parking stalls or a loading zone, as applicable, used either as an extension of, or a stand-alone sidewalk café, connected visually to, and for use by patrons of, a nearby restaurant or bar and service at which is subject to all the terms and conditions of</p>

	the nearby restaurant or bar's food service permits and alcohol licenses.
--	---

**Section 6.** That there is adopted a new Section 12.15.070 of the Spokane Municipal Code to read as follows:

**Section 12.15.070 Mobile Food Vending Requirements**

- A. The mobile food vendor must have a City general business license and necessary, Washington State Labor and Industries, Spokane Regional Health District, and Spokane Fire Department permits and approvals to operate as a mobile food vendor within the city of Spokane.
- B. The mobile food vendor shall maintain a minimum five-foot clear pedestrian pathway along the public sidewalk at all times. Placement of the mobile food vending unit shall be consistent with any applicable standards established by the Americans with Disabilities Act.
- C. A mobile food vendor shall comply with all applicable parking regulations, except that a mobile food vendor operating is exempt from SMC Section [16A.05.280](#), and the parking time limits of SMC Section [16A.05.310](#).
- D. A mobile food vendor vending from any public property including public streets, sidewalks, plazas or parks shall maintain in full force public liability insurance in the amount specified by [SMC 12.02.0730\(B\)](#) to cover potential claims for bodily injury, death or disability and for property damage, which may arise from or be related to the use of the public property for mobile food vending purposes, naming the City as an additional insured.
- E. Mobile food vendors shall not sell or serve liquor, as defined in RCW 66.04.010, in the public right-of-way. Mobile food vendors shall not sell or serve liquor on private property without approval and licensure by the Washington State Liquor and Cannabis Board.
- F. A mobile vending unit may not be within fifty feet walking distance of the front entrance of an existing and open restaurant located on the same block face without the documented approval of the restaurant owner or authorized representative of the restaurant.
- G. Mobile food vending is prohibited in City parks or on a street adjoining a City park without documented approval of the Director of Parks and Recreation or their designee.
- H. A mobile food vending unit vending from private property shall have documented consent from the owner(s) of the private property or their designated property

manager, as to the use and location of the mobile food vendor on their property.

- I. A mobile food vending unit vending from private property shall be subject to the same land use and development standards applicable to the property as if the unit were a permanent structure, except that a mobile food vendor shall not be required to make any additional site improvements when:
  1. The mobile food unit is located on a surface parking area that will provide circulation for any other existing uses on the property;
  2. The mobile food unit is a licensed, wheeled vehicle, and the wheels will not be removed;
  3. Any canopies, awnings, or any other attachments are supported entirely by the mobile food unit and do not touch the ground, provided temporary seating, sandwich board signs, refuse collection containers, and other temporary appurtenances may be allowed;
  4. The mobile food unit is self-contained, with no plumbing connections; and
  5. The mobile food unit will not be used for “drive-thru” vending
- J. Mobile food vendors may vend from residential zones, under the following conditions
  1. The owner of the property where an event such as a community event, special event approved by the City, a neighborhood block party, wedding, or birthday party will occur has invited the mobile food vendor to participate, and mobile food vending is part of the event activities.
  2. The mobile food vending unit may not remain at the location for longer than the duration of the special event and must avoid creating conflicts with pedestrian or vehicle traffic or creating other public safety problems.
- K. The City may order a mobile food vendor to depart from a specific location when the mobile food vendor is creating an imminent public health or safety hazard.

**Section 7.** That there is adopted a Section 12.15.080 of the Spokane Municipal Code is amended to read as follows:

**Section 12.15.080 Violations**

A violation of this chapter is a civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.

**Section 8.** That Section 17C.120.110 of the Spokane Municipal Code is amended to read as follows:

**Section 17C.120.110 Limited Use Standards**

The paragraphs listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from [Table 17C.120-1](#).

1. Group Living.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [1].

a. General Standards.

All group living uses except for alternative or post-incarceration facilities are allowed by right.

b. Alternative or Post Incarceration Facilities.

Group living uses which consist of alternative or post incarceration facilities are conditional uses.

2. Adult Business.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [2]. Adult businesses are subject to the additional standards of chapter [17C.305 SMC](#).

3. Commercial Parking.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [3]. In the O and OR zones, a commercial parking use provided within a building or parking structure is a conditional use. Commercial parking on surface lots is not permitted in the O and OR zones.

4. Drive-through Facility.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [4]. In the O and OR zones, a drive-through facility is permitted only when associated with a drive-through bank. In addition, in the OR zone, for a florist use approved by a special permit, sales of non-alcoholic beverages, and sale of food items not prepared on site, including drive-through sales of such items are allowed as an accessory use at locations situated on principal arterials or a designated state route. Drive-through facilities are subject to the additional standards of [SMC 17C.120.290](#) and [SMC 17C.325](#).

5. Quick Vehicle Servicing.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [5]. Quick vehicle servicing uses are permitted only on sites that have frontage on a principal arterial street. Quick vehicle servicing uses are subject to the additional standards of [SMC 17C.120.290](#).

#### 6. Retail Sales and Service Uses Size Limitation.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [6]. Retail sales and services are limited in size in order to reduce their potential impacts on residential uses and to promote a relatively local market area. Retail sales and services uses are limited to the following:

- a. When retail sales and services uses are located within an office building, the retail sales and services may be larger than three thousand square feet, but may not exceed ten percent of the total floor area of the building exclusive of parking areas located within the structure.
- b. Uses not within an office building which are listed as sales-oriented under [SMC 17C.190.270\(C\)](#), retail sales and service, are limited to three thousand square feet of total floor area per site exclusive of parking areas located within a structure.
- c. Uses other than a hotel, motel, private club or lodge which are listed as personal service-oriented, entertainment-oriented or repair-oriented under [SMC 17C.190.270\(C\)](#), retail sales and service, that are larger than three thousand square feet are a conditional use. A hotel, motel, private club or lodge may be larger than three thousand square feet.

#### 7. Required Residential Limitation.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [7]. The limitations are stated in [SMC 17C.120.280](#).

#### 8. Industrial Size Limitation.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [8]. These types of uses are limited in size to assure that they will not dominate the commercial area and to limit their potential impacts on residential and commercial uses. In addition, if the planning and economic development services director determines that the proposed use will not be able to comply with the off- site impact standards of [chapter 17C.220 SMC](#), the planning and economic development services director may require documentation that the development will be modified to conform with the standards.

- a. Individual uses in the NR and NMU zones are limited to five thousand square feet of floor area per site exclusive of parking are
- b. Individual uses in the CB zone that exceed twenty thousand square feet of floor area per site exclusive of parking area are a conditional use.
- c. Individual uses in the GC zone that exceed fifty thousand square feet of floor area per site exclusive of parking area are a conditional use.

#### 9. Mini-storage Facilities Limitation.

This regulation applies to all parts of [Table 17C.120-1](#) that have an [9]. The limitations are stated with the special standards for these uses in [chapter 17C.350 SMC](#), Mini-storage Facilities.

10. Outdoor Activity Limitation.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [10]. Outdoor display, storage or use of industrial equipment, such as tools, equipment, vehicles, products, materials or other objects that are part of or used for the business operation is prohibited.

11. [Deleted]

12. [Deleted]

13. Mobile Food Vending.

This standard applies to all parts of [Table 17C.120-1](#) that have a [13]. All mobile food vendors shall ~~((have a valid mobile food vending license issued pursuant to SMC 10.51.010 Mobile Food Vendors))~~ comply with the requirements of SMC 12.15.

**Section 9.** That Section 17C.122.070 of the Spokane Municipal Code is amended to read as follows:

**Section 17C.122.070 Center and Corridor Zone Allowed Uses**

The uses allowed in the Center and Corridor zones are shown in Table 17C.122.070-1.

<b>TABLE 17C.122.070-1 CENTER AND CORRIDOR ZONE ALLOWED USES</b>			
Use is: <b>P</b> – Permitted <b>N</b> – Not Permitted <b>L</b> – Allowed, but special limitations <b>CU</b> – Conditional use review required	<b>CC Zone Type</b>		
	<b>Core Zones</b>		<b>Transition Zone</b>
	<b>CC1</b>	<b>CC2</b>	<b>CC4</b>
Residential	P	P	P
Hotels, including Bed and Breakfast Inns	P	P	N
Commercial, Financial, Retail, Personal Services	P[1]	P[1]	L[4]
Eating and Drinking Establishments	P[2]	P[2]	N
Restaurants without Cocktail Lounges	P	P	L[4]
Professional and Medical Offices	P	P	L[4]

Entertainment, Museum and Cultural	P	P	N
Government, Public Service or Utility Structures, Social Services and Education	P	P	P
Religious Institutions	P	P	P
Parks and Open Space	P	P	P
Surface Lot Commercial Parking	N	N	N
Structured Commercial Parking*	P	P	P
Public Parking Lot	P	P	N
Limited Industrial (if entirely within a building)	P[3]	P[3]	N
Heavy Industrial	N	N	N
Drive-through Businesses	N	P[5]	P[5]
Motor Vehicles Sales, Rental, Repair or Washing	N	P	N
Automotive Parts and Tires (with exterior storage or display)	N	P	N
Gasoline Sales (serving more than six vehicles)	N	P	N
Gasoline Sale (serving six vehicles or less)	P	P	P
Self-storage or Warehouse	N	P	N
Adult Business (subject to <a href="#">chapter 17C.305 SMC</a> special provisions)	N	N	N
Winery and Microbreweries	P	P	N
Mobile Food Vending	P[6]	P[6]	P[6]

Notes:

[1] Retail uses having more than forty thousand gross floor area are not permitted in neighborhood centers designated by the comprehensive plan.

[2] Eating and drinking establishments larger than five thousand gross floor area are not permitted in neighborhood centers designated by the comprehensive plan.

[3] Limited industrial uses having more than twenty thousand gross floor area are not permitted in neighborhood centers designated by the comprehensive plan.

[4] Residential uses are required to be mixed on the same parcel as proposed office and retail uses. Nonresidential uses are limited to three thousand square feet per

parcel. In neighborhood centers, nonresidential uses are only allowed on parcels with frontage on an arterial street. Nonresidential uses in the CC4 zone are not allowed within sixty feet of a single-family and two-family residential zone or further than three hundred feet (neighborhood center only) from a CC core comprehensive plan designation.

[5] Drive-through businesses are not permitted along designated Pedestrian Streets

[6] All mobile food vendors shall ~~((have a valid mobile food vending license issued pursuant to SMC 10.51.010))~~ comply with the requirements of SMC 12.15.

**Section 10.** That Section 17C.124.110 of the Spokane Municipal Code is amended to read as follows:

**Section 17C.124.110 Limited Use Standards**

A. The paragraphs listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from [Table 17C.124.100-1](#).

1. Group Living.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have a [1].

a. General Standards.

All group living uses except for alternative or post-incarceration facilities are allowed by right.

b. Alternative or Post Incarceration Facilities.

Group living uses which consist of alternative or post incarceration facilities are conditional uses.

2. Adult Business.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have a [2]. Adult businesses are subject to the additional standards of [chapter 17C.305 SMC](#).

3. Commercial Parking.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have a [3]. See [SMC 17C.230.310](#) for the parking structure design guidelines. See [SMC 17C.124.340](#), Parking and Loading, for ground level parking structure use standards.

a. New standalone surface commercial parking lots are not allowed as the primary use within the area shown on [Map 17C.124-M1](#), Surface Parking Limited Area. Within the area shown on [Map 17C.124-M1](#), standalone commercial parking as a primary use must be located entirely within a parking structure.

#### 4. Drive-through Facility.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have a [4]. Drive-through facilities are subject to the additional standards of [SMC 17C.124.290](#).

#### 5. Quick Vehicle Servicing.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have a [5]. Quick vehicle servicing uses are permitted only on sites that have frontage on a Type III or IV complete street. Quick vehicle servicing uses must be fully contained within a structure. Quick vehicle servicing uses are subject to the additional standards of [SMC 17C.124.290](#).

#### 6. Retail Sales and Services Uses Motorized Vehicle Limitation.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have a [6]. Sale, rental, or leasing of motor vehicles, including passenger vehicles, light and medium trucks is not allowed. Sale, rental, and leasing of motorcycles and other recreational vehicles not able to be licensed for normal on street use is allowed. For sale or leasing of motorcycles and other recreational vehicles see [SMC 17C.124.270](#), Outdoor Activities.

#### 7. Industrial Limitation.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have a [7]. These types of uses are limited to assure that they will not dominate the downtown area and to limit their potential impacts on residential and commercial uses. In addition, if the planning and economic development services director determines that the proposed use will not be able to comply with the off-site impact standards of [chapter 17C.220 SMC](#), the planning and economic development services director may require documentation that the development will be modified to conform with the standards.

- a. Limited industrial uses are allowed. Industrial uses more intensive than the limited industrial definition are not allowed.
- b. Industrial buildings and industrial sites are subject to the same design standards as commercial buildings and commercial sites.

#### 8. Mini-storage, Storage, Warehousing, Industrial and Parking Structure Limitation.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have an [8]. See [SMC 17C.124.340](#).

#### 9. Mini-storage Facilities Limitation.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have an [9]. Mini-storage facilities are subject to the additional standards of [chapter 17C.350 SMC](#), Mini-storage Facilities.

#### 10. Outdoor Activity Limitation.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have a [10]. Outdoor display, storage, or use of industrial equipment or other industrial items such as tools, equipment, vehicles, products, materials, or other objects that are part of or used for the business operation is prohibited.

11. Community Services.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have a [11]. Most community service uses are allowed by right.

12. Wireless Communication Facilities.

See [chapter 17C.355A SMC](#).

13. Existing Light Industrial and Self-service Storage Uses.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have an [13]. Light industrial and self-service storage uses in operation on the effective date of this ordinance, are considered to be a conforming use.

14. Mobile Food Vending.

This standard applies to all parts of [Table 17C.124.100-1](#) that have a [14]. All mobile food vendors shall ~~((have a valid mobile food vending license issued pursuant to SMC 40.51.040))~~ comply with the requirements of SMC 12.15.

**Section 11.** That Section 17C.130.110 of the Spokane Municipal Code is amended to read as follows:

**Section 17C.130.110 Limited Use Standards**

The paragraphs listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from [Table 17C.130.100-1](#).

1. Group Living.

This standard applies to all parts of [Table 17C.130.100-1](#) that have a [1].

- a. Group living uses are allowed on sites within one-quarter mile of the Spokane River where residents can take advantage of the river amenity. The planning and economic development services director may authorize a group living use greater than one-quarter mile from the Spokane River if the applicant demonstrates that the site has a river viewpoint and a pedestrian connection to the river. Group living uses shall provide buffering from adjacent industrial lands by use of berms, landscaping, fencing or a combination of these measures or other appropriate screening measures deemed appropriate by the planning and economic development services director. The proposal shall include a design,

landscape and transportation plan which will limit conflicts between the residential, employment and industrial uses.

b. Alternative or Post Incarceration Facilities.

Group living uses which consist of alternative or post incarceration facilities are not permitted.

2. Residential Household Living.

This standard applies to all parts of [Table 17C.130.100-1](#) that have a [2].

- a. Residential household living uses are allowed on sites within one-quarter mile of the Spokane River where residents can take advantage of the river amenity. The planning and economic development services director may authorize a residential living use greater than one-quarter mile from the Spokane River if the applicant demonstrates that the site has a river viewpoint and a pedestrian connection to the river. Residential uses shall provide buffering from adjacent industrial lands by use of berms, landscaping, fencing or a combination of these measures or other appropriate screening measures deemed appropriate by the planning and economic development services director. The proposal shall include a design, landscape, and transportation plan, which will limit conflicts between the residential, employment and industrial uses.
- b. A single-family residence may be erected on a lot having a side property line which adjoins a lot in a residential zone, with or without an intervening alley, or on a lot which has less than one hundred feet of frontage and has residences existing on all lots adjoining its side property lines.
- c. Living quarters for one caretaker per site in the LI, HI and PI zones are permitted.

3. Group Living and Residential Household Living.

This standard applies to all parts of [Table 17C.130.100-1](#) that have a [3]. Group living and residential household living uses may be permitted in the PI zone as a part of a binding site plan under the provisions of the subdivision code or a planned unit development under the provisions of Division G – Administration and Procedures. A minimum of fifty percent of the site within the binding site plan or planned unit development shall be in manufacturing and production, industrial service or office uses. Group living and residential household living uses shall be buffered from industrial lands by use of berms, landscaping, fencing or a combination of these measures or other appropriate screening measures deemed appropriate by the planning and economic development services director. The buffering improvements shall be developed on the residential portion of the binding site plan or planned unit development at the time the residential uses are constructed. The site development plan shall include a design,

landscape, and transportation plan, which will limit conflicts between the residential and industrial uses.

#### 4. Adult Business.

This standard applies to all parts of [Table 17C.130.100-1](#) that have a [4]. Adult businesses are subject to the following standards:

- a. [Chapter 17C.305 SMC](#), Adult Business.
- b. Adult businesses are subject to the size requirements specified in item [5] below applicable to retail sales and services uses in the light industrial (LI) zone.
- c. In addition to the standards in subsections (4)(a) and (b) of this section, adult businesses are permitted only in the light industrial zone adult business overlay zone as designated on the official zoning map.

#### 5. Retail Sales and Service Uses Size Limitation.

This standard applies to all parts of [Table 17C.130.100-1](#) that have a [5]. Retail sales and service uses are allowed if the floor area plus outdoor sales and display and outdoor storage area is not more than sixty thousand square feet per site. Retail sales and service uses where the floor area plus the outdoor sales and display and outdoor storage area is more than sixty thousand square feet per site are a conditional use.

#### 6. Retail Sales and Service Uses Size Limitation.

This standard applies to all parts of [Table 17C.130.100-1](#) that have a [6]. Retail sales and service uses are allowed if the floor area plus outdoor sales and display and outdoor storage area is not more than twenty thousand square feet per site. Retail sales and service uses where the floor area plus the outdoor sales and display and outdoor storage area is more than twenty thousand square feet per site are a conditional use.

#### 7. Retail Sales and Service Uses Size Limitation.

This standard applies to all parts of [Table 17C.130.100-1](#) that have a [7]. Retail sales and service uses are allowed if the floor area plus the outdoor sales and display and outdoor storage area is not more than three thousand square feet per site. Retail sales and service uses where the floor area plus the outdoor sales and display and outdoor storage area is more than three thousand square feet per site may be permitted as a part of a binding site plan under the provisions of the subdivision code or a planned unit development under the provisions of the zoning code. A minimum of fifty percent of the site area of the uses in the planned unit development or binding site plan shall be in manufacturing and production, industrial service or office uses.

#### 8. Mini-storage Facilities.

This standard applies to all parts of [Table 17C.130.100-1](#) that have a [8]. The limitations are stated with the special standards for these uses in [chapter 17C.350 SMC](#), Mini-Storage Facilities.

#### 9. High Impact Uses.

This standard applies to all parts of [Table 17C.130.100-1](#) that have a [9]. High impact uses shall be located a minimum of six hundred feet from the boundary of a residential or commercial zone.

#### 10. Colleges, Medical Centers, Daycare and School Uses.

This standard applies to all parts of [Table 17C.130.100-1](#) that have an [10]. Colleges, medical centers, daycare and school uses may be permitted as a part of a binding site plan under the provisions of the subdivision code, or a planned unit development under the provisions of the zoning code. A minimum of fifty percent of the site within the planned unit development or binding site plan shall be in manufacturing and production, industrial service or office uses. Colleges, medical centers, daycare and school uses are allowed within the planned unit development or binding site plan provided that the site development includes a design, landscape and transportation plan which will limit conflicts between the college, medical center, daycare, school and industrial uses.

#### 11. Wireless Communication Facilities.

See chapter 17C.355A SMC.

#### 12. Mobile Food Vending.

This standard applies to all parts of [Table 17C.130.100-1](#) that have a [12]. All mobile food vendors shall ~~((have a valid mobile food vending license issued pursuant to SMC 10.51.010))~~ comply with the requirements of SMC 12.15.

**Section 12.** That Section 17C.390.020 of the Spokane Municipal Code is hereby repealed.

**Section 13.** That Section 17C.390.030 of the Spokane Municipal Code is amended to read as follows:

#### **Section 17C.390.030 Conditions**

##### A. Mobile food vending from or onto the public right of way.

1. Mobile food vending may be allowed on a public street right of way in any Neighborhood Retail (NR), Neighborhood Mixed Use (NMU), Community Business (CB), General Commercial (GC); Center and Corridor Types 1, 2

and 3; Downtown Core (DTC), Downtown General (DTG), Downtown University (DTU), Downtown South (DTS), Light Industrial (LI), Heavy Industrial (HI) and Planned Industrial (PI) zone, provided the vendor shall comply with the mobile food vending requirements outlined in SMC 12.15.

~~((2. The mobile food vendor must have a valid license issued pursuant to SMC 10.51.010 and must be in compliance with the terms and conditions thereof.))~~

B. Mobile food vending located entirely on private property.

4. Mobile food vending may be allowed on property in any Neighborhood Retail (NR), Neighborhood Mixed Use (NMU), Community Business (CB), General Commercial (GC); Center and Corridor Types 1, 2 and 3; Downtown Core (DTC), Downtown General (DTG), Downtown University (DTU), Downtown South (DTS), Light Industrial (LI), Heavy Industrial (HI) and Planned Industrial (PI) zone, provided the vendor shall comply with the mobile food vending requirements outlined in SMC 12.15. ~~((subject to the land use and development standards applicable to said property, except that a mobile food vendor shall not be required to make any additional site improvements when:~~

~~a. The mobile food unit will be located on an existing paved parking area that will continue to provide sufficient space for required off street parking and circulation for any other existing uses on the property;~~

~~b. The mobile food unit is a licensed, wheeled vehicle and the wheels will not be removed;~~

~~c. Any canopies, awnings or any other attachments are supported entirely by the mobile food unit and do not touch the ground;~~

~~d. The mobile food unit is self-contained, with no plumbing connections; and,~~

~~e. The mobile food unit will not be used for “drive thru” vending.~~

~~2. The mobile food vendor must have a valid license issued pursuant to [SMC 10.51.010](#) and must be in compliance with the terms and conditions thereof.~~

C. ~~Mobile food vending on City Parks or on streets adjacent to a City Park.~~

1. ~~Mobile food vending is prohibited in City Parks and on any street adjacent to or across the street from a City Park without the expressed written consent of the City Park Board or its designee.~~
2. ~~The mobile food vendor must have a valid license issued pursuant to [SMC 10.51.010](#) and must be in compliance with the terms and conditions thereof.))~~

**Section 14. 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 15. 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



# Memorandum

Office of the Mayor

---

DATE: March 16, 2026

FROM: Councilmember Sarah Dixit, Vice Chair of the Urban Experience Committee & Adam McDaniel, Policy Advisor – Office of the Mayor

TO: Urban Experience Committee

RE: Eliminating unnecessary barriers to mobile food vending

---

## **Background:**

*“Mobile food vending such as mobile food trucks and carts can add vitality to the commercial districts and the street environment, encourage walking, and promote economic development” – Spokane Municipal Code 17C.390.010.*



The City Council adopted regulations for mobile food vending in 2014 through Ordinance C35097. Before the adoption of Ordinance C35097 in 2014, the City had vague regulations addressing mobile food vending. Most mobile food vending

regulations were considered under the Itinerant Vendors regulations in SMC 10.40. The regulations for mobile food vending have not been updated since their original adoption in 2014.

### **Regulatory License Requirement**

Regulatory licensing increases barriers to entry for small businesses and increases compliance costs and risks. The City currently requires mobile food vendors who operate for more than 14 days in the city to buy an annual \$60 mobile food vendor license. This \$60 annual license is in addition to the City's annual business license, permits/inspection fees by the Spokane Regional Health District<sup>1</sup>, permits/inspections by the Spokane Fire Department, and additional requirements of the Washington State Department of Labor and Industries (L&I)<sup>2</sup>. The City receives less than \$500 annually in mobile food vendor license revenue.

Mobile food vending is allowed in most zones except residential. Mobile food vending is allowed in residential zones when connected to a special event, such as a block party or wedding, and with the property owner's permission.

### **Vending in the public right-of-way**

Under current regulations, a mobile food vendor must be at least 50 feet from a restaurant's entrance, but the code does not define "restaurant".

Additionally, the current code requires mobile food vendors to obtain the permission of a property owner or their designated agent in the downtown business improvement district to vend in the public right-of-way adjacent to the property owner's building. This is a significant deterrent to mobile food vending in downtown Spokane. We are unaware of any other local regulation that requires a person to obtain permission from a private property owner to perform a legal and allowed use in the public right-of-way. What happens if property ownership changes? Does consent remain, or does the vendor need permission from the new property owner?

Mobile vending in or on a street adjacent to a Park must also have the permission of the Director of Parks and Recreation.

### **Vending on private property**

The Downtown Plan supports using the edges of surface parking lots for active uses, such as food trucks.<sup>3</sup>

---

<sup>1</sup> <https://srhd.org/programs-and-services/foodsafety/temporary-food-establishment-permits>

<sup>2</sup> <https://www.lni.wa.gov/licensing-permits/manufactured-modular-mobile-structures/food-trucks-trailers/>

<sup>3</sup> Downtown Plan Priority Action 3.1



An activated surface parking lot in Asheville, NC, parts of which are used for outdoor seating with railings, low cost overhead lighting, while also serving the parking and service needs for the surrounding businesses



A food plaza in Portland, OR, with vendors along the edge of the street in a surface parking lot.



Food trucks used to activate the street edge along a surface lot in Naples, FL

The current code provides that a mobile food vendor is not required to make permanent improvements to private property when the mobile food unit meets certain criteria, including that the vendor is located on an existing paved parking area. It is unclear if this provision would also apply to unpaved parking lots. Mobile food vending also provides an opportunity to activate vacant lots and parcels that may not necessarily be used for parking purposes.

### **Guiding Plans and Policies**

Comprehensive Plan Policy DP 4.2 – Street Life

Comprehensive Plan Policy N 1.1 – Downtown Development

Comprehensive Plan Policy ED 3.10 – Downtown Spokane

Downtown Plan Priority Action 1.3 – Make sidewalks active

Downtown Plan Priority Action 3.1 – Use the edges of surface parking lots for active uses

Downtown Plan Priority Action PS 1.1 – Activate public spaces downtown

Comprehensive Plan Policy ED 3.5 – Locally-Owned Businesses

Comprehensive Plan Policy ED 3.6 – Small Businesses

## II. Policy Recommendation:

### **Proposed Ordinance Table of Contents**

- Section 1. Amends SMC Section 08.01.070 (Business Registration Required)
- Section 2. Repeals SMC Section 08.02.0234 (Mobile Food Vendor Permit)
- Section 3. Amends SMC Section 10.40.010 (Itinerant Vendor Designation & Permit – When Required)
- Section 4. Repeals SMC Chapter 10.51 (Mobile Food Vendors)
- Section 5. Amends SMC Section 12.15.010 (Definitions)
- Section 6. Adopts new SMC Section 12.15.070 (Mobile Food Vending Requirements)
- Section 7. Adopts new SMC Section 12.15.080 (Violations)
- Section 8. Amends SMC Section 17C.120.110 (Limited Use Standards)
- Section 9. Amends SMC Section 17C.122.070 (Center and Corridor Zone Allowed Uses)
- Section 10. Amends SMC Section 17C.124.110 (Limited Use Standards)
- Section 11. Amends SMC Section 17C.130.110 (Limited Use Standards)
- Section 12. Repeals SMC Section 17C.390.020 (Applicability)
- Section 13. Amends SMC Section 17C.390.030 (Conditions)
- Section 14. Severability
- Section 15. Clerical Errors

#### **Section 1. Amends SMC Section 08.01.070 (Business Registration Required)**

- Amends this code section to remove the business and occupation license requirement for mobile food vending
  
- Amends this section related to parklets and street cafes as a result of the anticipated adoption of Ordinance C36850 (Encouraging the Activation of Public Spaces)

#### **Section 2. Repeals SMC Section 08.02.0234 (Mobile Food Vendor Permit)**

- Repeals this section because of the elimination of the regulatory licensing requirement.

#### **Section 3. Amends SMC Section 10.40.010 (Itinerant Vendor Designation & Permit – When Required)**

- Removes reference to SMC Chapter 10.51, which is repealed in this ordinance.
  
- Makes small clerical updates.

#### **Section 4. Repeals SMC Chapter 10.51 (Mobile Food Vendors)**

- Repeals the chapter and moves mobile food regulations to SMC Chapter 12.15.



- The intent behind moving these regulations to a new chapter is to align these regulations with other regulations that support and encourage the activation of the public right-of-way, such as licensing for street cafes, parklets, and special event permitting.

**Section 5. Amends SMC Section 12.15.010 (Definitions)**

- Carries over the definition of Mobile Food Vending Unit from the existing definition in SMC 10.51.
- Carries over the definition of Mobile Food Vendor from the existing definition in SMC 10.51 and adds a clarification that lemonade stands, as described in Washington Administrative Code 2446-215-01115<sup>4</sup> is not considered a mobile food vendor for purposes of these regulations.
- Adds a definition for “restaurant”. The term “restaurant” was not defined in SMC Chapter 10.51. A restaurant is defined as “any establishment having special space and accommodation where food and beverages are regularly sold to the public for immediate, on-site consumption. Restaurant includes, but is not limited to, diners, coffee shops, bars, delicatessens, and cafeterias”.

**Section 6. Adopts new SMC Section 12.15.070 (Mobile Food Vending Requirements)**

- This new section combines relevant mobile food vending regulations from SMC 10.51 and places them in one section.
- The most significant policy and regulatory changes proposed in this section are:

Current – SMC 10.51	Proposed – SMC 12.15.070	Intent
SMC 10.51.050(A)(7) requires that a mobile food vendor may not be within fifty feet walking distance of the front entrance of an existing restaurant located on the same block face without the written consent of the owner or authorized representative of the restaurant owner.	This proposal maintains this fifty-foot buffer for existing and <b>open</b> restaurants. This proposal also defines a restaurant because the current code did not define it.	This section intends to maintain the buffer for open and operating restaurants and other food establishments.

<sup>4</sup> <https://app.leg.wa.gov/wac/default.aspx?cite=246-215-01115>

<p>SMC 10.51.050(A)(2) requires that a mobile food vendor operating in the downtown business improvement district have written permission from an adjoining property owner to the public right-of-way “accepts mobile food vending on the right of way adjoining their properties as an allowable activity.”</p>	<p>This proposal eliminates this requirement.</p>	<p>Permission from a private property owner should not be necessary for legal mobile food vendors operating in the public’s right-of-way. The proposal maintains the requirement that mobile food vending on private property have documented permission from the property owner.</p>
<p>SMC 10.51.060(A)(2) provides that a mobile food vendor is not required to make permanent improvements to private property when the mobile food unit is located on an existing paved parking area.</p>	<p>This proposal clarifies that a mobile food vendor is not required to make permanent site improvements to a private property when the mobile food vendor is operating on an unpaved parking surface.</p>	<p>This change intends to allow mobile food vending as a way of activating any parking area.</p>
<p>SMC 10.51.090 prohibits the sale of alcohol by mobile food vendors.</p>	<p>This proposal maintains the prohibition on selling alcohol when vending from the public right-of-way. The proposal provides that a mobile food vendor may sell alcohol on private property only when licensed and approved by the Washington State Liquor and Cannabis Board.</p>	<p>This change intends to recognize updated state law changes that allow some mobile food vendors to also obtain a caterer’s permit and liquor license from the Washington State Liquor and Cannabis Board to sell alcohol at certain events.</p>

- This proposal maintains existing parking and insurance requirements and the requirement that a mobile food vendor obtain permission from the Director of Parks and Recreation before vending in or adjacent to a park.

**Section 7. Adopts new SMC Section 12.15.080 (Violations)**

- This section establishes the penalty for violations of the chapter as a civil infraction.

**Section 8. Amends SMC Section 17C.120.110 (Limited Use Standards)**



- Updates reference of SMC 10.51 to the new mobile food vendor regulations in SMC 12.15.

**Section 9. Amends SMC Section 17C.122.070 (Center and Corridor Zone Allowed Uses)**

- Updates reference of SMC 10.51 to the new mobile food vendor regulations in SMC 12.15.

**Section 10. Amends SMC Section 17C.124.110 (Limited Use Standards)**

- Updates reference of SMC 10.51 to the new mobile food vendor regulations in SMC 12.15.

**Section 11. Amends SMC Section 17C.130.110 (Limited Use Standards)**

- Updates reference of SMC 10.51 to the new mobile food vendor regulations in SMC 12.15.

**Section 12. Repeals SMC Section 17C.390.020 (Applicability)**

- Repeals this section as it references mobile food licensing requirements.

**Section 13. Amends SMC Section 17C.390.030 (Conditions)**

- Removes reference to mobile food vending licensing requirements.
- Updates reference of SMC 10.51 to the new mobile food vendor regulations in SMC 12.15.

**Section 14. Severability**

- Standard severability clause

**Section 15. Clerical Errors**

- Standard clerical errors clause

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 03/16/2026**Committee Agenda type:** Information Only**Date Rec'd**

3/9/2026

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

COMMUNITY AND ECONOMIC

**Bid #****Contact Name/Phone**

STEVE X6835

**Requisition #****Contact E-Mail**

SMACDONALD@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

BWILKERSON

**Sponsoring at Administrators Request**

NO

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

NEW MARKETS TAX CREDIT PROGRAM PRESENTATION

**Agenda Wording**

New Markets Tax Credit Program Presentation

**Summary (Background)**

Several months ago, members of Council had requested a presentation on New Markets Tax Credits (including CP Wilkerson), so they could see how the program works and how it could impact our community, especially census tracts within high poverty sections of the city. It is a US Treasury tax credit program that's been around for almost 26 years and encourages development in high-poverty areas.

**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**

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Select \$	#
<b>Funding Source</b>	N/A
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	<b>Additional Approvals</b>
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
<b>Distribution List</b>	
smacdonald@spokanecity.org	sbishop@spokanecity.org

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 03/16/2026**Committee Agenda type:** Consent**Date Rec'd**

3/9/2026

**Clerk's File #****Cross Ref #**

RES 2025-031

**Project #****Council Meeting Date:****Submitting Dept**

INTEGRATED CAPITAL

**Bid #****Contact Name/Phone**

NATE SULYA 6988

**Requisition #****Contact E-Mail**

NSULYA@SPOKANECITY.ORG

**Agenda Item Type**

Engineer Construction Contract

**Council Sponsor(s)**

PDILLON

**Sponsoring at Administrators Request**

NO

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

CONTRACT FOR MONAGHAN MONUMENT RELOCATION

**Agenda Wording**

Contract award to Breithaupt & Sons for relocation of the Monaghan Monument for \$88,217.10 including tax and a 10% administrative reserve.

**Summary (Background)**

In May 2025, the City Council approved Resolution 2025-0031, which authorized the relocation of the Monaghan monument. The relocation lays the groundwork for proposed improvements at the Monroe/Riverside intersection. City staff have been in communication with members of the Monaghan family throughout the process, the results of which demonstrate a shared commitment to relocating the monument to the Monaghan family plot. The City solicited bids to complete the work; there were minor setbacks securing responses due to timing and the uniqueness of the project. A responsive bid has been received and accepted; the relocation is expected to be completed this spring.

**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

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 97,038.81
Current Year Cost	\$ 97,038.81
Subsequent Year(s) Cost	\$ 0
<b><u>Narrative</u></b>	
Total cost includes base contract value of \$88,217.10 and a 10% (\$8,821.71) admin reserve.	
<b>Amount</b>	
<b>Budget Account</b>	
Expense	\$ 97,038.81
Select	\$
<b>Funding Source</b>	One-Time
<b>Funding Source Type</b>	Reserves
<b>Is this funding source sustainable for future years, months, etc?</b>	
n/a	
<b>Expense Occurrence</b>	One-Time
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
n/a	
<b>Approvals</b>	
<b>Additional Approvals</b>	
<b>Dept Head</b>	
<b>Division Director</b>	
<b>Accounting Manager</b>	
<b>Legal</b>	
<b>For the Mayor</b>	
<b>Distribution List</b>	
	publicworksaccounting@spokanecity.org
tax&licenses@spokanecity.org	eraea@spokanecity.org
nsulya@spokanecity.org	kpicanco@spokanecity.org



**City of Spokane**  
**PUBLIC WORKS AGREEMENT**  
**Title: MONAGHAN MONUMENT RELOCATION**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **BREITHAAPT & SONS**, whose address is 1614 North Felts Road, Spokane Valley, Washington 99206 as (“Contractor”), individually hereafter referenced as a “Party”, and together as the “Parties”.

*WHEREAS, the purpose of this Agreement is to perform the Monaghan Monument Relocation; and*

*WHEREAS, the Contractor was selected from IPWQ 6475-25.*

*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 March 9, 2026, and ends on June 30, 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 Contractor’s Response to IPWQ and Scope of Work which is attached as Exhibit B 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 **EIGHTY-EIGHT THOUSAND TWO HUNDRED SEVENTEEN AND 10/100 DOLLARS (\$88,217.10)**, including sales tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to the City of Spokane Integrated Capitol Management Department, 808 West Spokane Falls Boulevard, 2nd Floor, Spokane, Washington 99201. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. 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. 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.

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

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

#### **7. STATE PREVAILING WAGES.**

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

#### **8. BONDS.**

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a

payment / performance bond on the form attached, equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

**9. PUBLIC WORKS REQUIREMENTS.**

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

**10. 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](http://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.

**11. 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.

**12. INDEMNIFICATION.**

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

agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

### **13. 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 Contractor's services to be provided under this Agreement;
  - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Inland Marine** Contractor shall maintain, at its own expense, Inland Marine insurance(including installation floater) in the amount of the total value of the statue (\$200,000). This is to cover transit, temporary storage, and installation as well as theft, breakage, water damage, and fire. To include coverage from time of removal until time of installation.

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 Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

### **14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

## **22. 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 two (2) years 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.

## **23. REMEDIES.**

In the event of a breach by either party, of any of their obligations under this Agreement, each party, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to seek specific performance of its rights under this Agreement. The parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

## **24. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor may 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.

**BREITHAAPT & SONS**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

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

Payment / Performance Bond

Exhibit A – Debarment Certification

Exhibit B - Contractor's Response to IPWQ and Scope of Work

26-053a

**PAYMENT / PERFORMANCE BOND**

We, BREITHAAPT & SONS, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of EIGHTY-EIGHT THOUSAND TWO HUNDRED SEVENTEEN AND 10/100 DOLLARS (\$88,217.10), 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 Monaghan Monument Relocation . 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 federal, state and local laws and regulations; and

C. 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;

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 liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_.

BREITHAAPT & SONS,  
AS PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

\_\_\_\_\_  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON            )  
  ) ss.  
County of \_\_\_\_\_ )

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

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**EXHIBIT A**

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

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

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

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

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

**EXHIBIT B**

### Scope of Work for Monaghan Monument Relocation

- Prepare the site at Fairmont Memorial to receive the sculpture. Coordinate directly with cemetery staff to finalize location and base design to accommodate the monument, but is expected to include digging and installation well-compacted gravel in a space that is at least 96"x96"x12"(width, length, depth), with the existing granite structure to be placed on top of the gravel
- Move the sculpture and the base. Install on the prepared site to the cemetery's requirements
- Secure necessary permits which may include but are not limited to a Street, Temporary Closure permit

## Bid Response Summary

**Bid Number** IPWQ 6475-25  
**Bid Title** Monaghan Monument Relocation  
**Due Date** Friday, January 23, 2026 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Breithaupt & Sons  
**Submitted By** Ryan Breithaupt - Friday, January 23, 2026 2:58:46 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 Ryspace69@live.com 5094137771

### Comments

### Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	1. BACKGROUND	Relocation of the Monaghan Monument sculpture from intersection of Monroe and Riverside to Fairmount Memorial at 5200 W. Wellsley, Spokane, Washington. The statue will be placed on the Monaghan family plot, adjacent to their mausoleum. The plot is Lawn-22 Sec-40G. There is an alternate site in a traffic island to the south of the plot. This would be determined in coordination with Fairmount Memorial Association.	I agree
SECTION I. QUOTE PREPARATION AND EVALUATION			
	1. QUOTE PREPARATION	Quotes shall be prepared electronically through the City's ProcureWare site.	I acknowledge and agree
	2. SUBMISSION OF QUOTES	Quotes shall be submitted electronically through the City's ProcureWare site by 3:00 pm on Friday January 23rd, 2026.	I acknowledge and agree
	3. CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Quote 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
	4. QUALIFICATION	Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge and agree
	5. AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results.	I acknowledge and agree

6. PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree
7. REJECTION OF QUOTES	The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in the Quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown.	I acknowledge and agree
8. REGISTERED CONTRACTOR	The Contractor shall be a Washington State registered or licensed Contractor at time of Quote submittal.	I acknowledge and agree
9. PUBLIC WORK REQUIREMENTS	The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.	I acknowledge and agree
10. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES	Before award of a Public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.	I acknowledge and agree

<p>11. BUSINESS REGISTRATION REQUIREMENT</p>	<p>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 <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> 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.</p>	<p>I acknowledge and agree</p>
<p>MISCELLANEOUS DOCUMENTATION UPLOAD</p>	<p>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.</p>	
<p>SECTION II. GENERAL REQUIREMENTS</p>		
<p>1. SCOPE OF WORK</p>	<p>Contractor shall be responsible for all permits, permit submittals, tools labor, materials, equipment, transport, safety measures, proper handling and disposal / recycling of all debris to complete</p>	<p>I acknowledge and agree</p>
<p>2. SCOPE OF WORK</p>	<p>Relocation of the Monaghan Monument sculpture from intersection of Monroe and Riverside to Fairmount Memorial at 5200 W. Wellsley, Spokane, Washington. The statue will be placed on the Monaghan family plot, adjacent to their mausoleum. The plot is Lawn-22 Sec-40G. There is an alternate site in a traffic island to the south of the plot. This would be determined in coordination with Fairmount Memorial Association.</p>	<p>I understand and I agree</p>
<p>3. SCOPE OF WORK</p>	<p>The monument is to be dismantled without damage and moved to site listed above. Both the monument and the supporting structure need to be relocated, and the integrity of the artwork maintained.</p>	<p>I agree and acknowledge</p>
<p>4. SCOPE OF WORK</p>	<p>Tasks involved for the move not in order of performance:</p>	<p>I agree and acknowledge</p>
<p>4.a SCOPE OF WORK</p>	<p>-Prepare the site at Fairmont Memorial to receive the monument. Coordinate directly with cemetery staff to finalize location and base design to accommodate the dimensions shown in Exhibit A. Project is expected to include digging and installation well-compacted gravel in a space that is at least 96"x96"x12"(width, length, depth), with the existing granite structure to be placed on top of the gravel (Public Works)</p>	<p>I agree and acknowledge</p>

4.b SCOPE OF WORK	-Move the sculpture and the base. Install on the prepared site to the cemetery's requirements. (installation public works)	I agree and acknowledge
4.c SCOPE OF WORK	-Secure necessary permits which may include but are not limited to a Street, Temporary Closure permit.	I agree and acknowledge
5. SCOPE OF WORK	Bids Should include:	I agree and acknowledge
5.a SCOPE OF WORK	-A line-item cost estimate to dismantle, pack, and transport monument.	I agree and acknowledge
5.a SCOPE OF WORK	- A line-item cost to prepare site and affix monument to new location	I acknowledge and agree
5.b SCOPE OF WORK	-Traffic control for any testing, dismantling, and while in transit	I agree and acknowledge
6. SCOPE OF WORK	Contractor shall be required to submit a detailed work plan for review, revision, and approval by Integrated Capitol Management.	I understand and I agree
7. COMPLETION TIME	All Work under the contract shall be started within ten (10) days after receipt of the Notice to Proceed to substantially complete the specified work by April 30, 2026.	I acknowledge and agree
8. LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount ZERO (\$0.0) dollars for each and every working until the work is satisfactorily completed. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.	I acknowledge and agree
4. 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
9.a 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

9.b 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
10. 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
11. 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
12. 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
13. INSURANCE	During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree
14.a INSURANCE	Insurance for the artwork while in transit (inland Marine or similar); or a rider or other confirmation that the transit is covered by commercial general liability Policy.	I acknowledge and agree
14.b	Insurance for the monument during installation (or a rider or other confirmation that the installation is covered by commercial general liability policy)	I acknowledge and agree
15.a 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

15.b INSURANCE	<p>b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 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 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 Agreement; and</p>	I acknowledge and agree
15.c INSURANCE	<p>c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and</p>	I acknowledge and agree
15.d INSURANCE	<p>d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.00 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.</p>	I acknowledge and agree
15. INSURANCE	<p>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.</p>	I acknowledge and agree

<p>16. PERFORMANCE BONDS</p>	<p>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.</p>	<p>I acknowledge and agree</p>
<p>17.a PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p>	<p>A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries (L&amp;I).</p>	<p>I acknowledge and I agree</p>
<p>17.b PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p>	<p>B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: <a href="https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/">https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/</a> Based on the Quote submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is January 23, 2026.</p>	<p>I acknowledge and I agree</p>
<p>17.c PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p>	<p>C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.</p>	<p>I acknowledge and I agree</p>

<p>18. RETAINAGE</p>	<p>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:</p>	<p>I acknowledge and I agree</p>
<p>19. RETAINAGE</p>	<p>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&amp;I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor &amp; 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.</p>	<p>I acknowledge and I agree</p>
Empty cell for the third row	Empty cell for the third row	Empty cell for the third row

20. Proprietary Information	<p>Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.</p>	I understand and I agree
SECTION III. TECHNICAL REQUIREMENTS		
Section A - General	<p>Scope of Work is located in the Section II - General Requirements above - Acknowledging here means you have read and agree with said information. If you do not agree with said information, please list the items you do not agree with in the next field.</p>	I understand and I agree
2	<p>If you do not agree with anything listed in the information listed above - please list that information here.</p>	
BID		
BIDDER'S DECLARATION	<p>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.</p>	I acknowledge and I agree

BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	BREITS*872C2
CONTRACTOR RESPONSIBILITY	U.B.I. Number	603278343
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	478863007
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	603278343
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	001
CONTRACTOR RESPONSIBILITY	As of July 1, 2019, Contractor has fulfilled training requirements or is exempt from L&'s Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020	Yes
ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	3
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (45) calendar days after the stated submittal 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 contractor 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.	Ryan Breithaupt ryspace69@live.com 5094137771

MISCELLANEOUS	Individuals name and email address who is authorized to sign contract	Ryan Breithaupt ryspace69@live.com
BID BOND	Bid Bond is not required	
SUBCONTRACTORS	Fill out the Subcontractor List, located in the Documents Tab in ProcureWare and upload it here	Subcontractor List under \$1M (1).pdf
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	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	

### Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	1.	Preparation of the site at Fairmont Memorial to Receive Monumnet, Reaffix Monument to new location (Public Works)	Base	JB	1.00	\$5,000.00	\$5,000.00	Five thousand
	2.	Disassemble, Pack, and Move Monument - Scope (Non-Public Works)	Base	JB	1.00	\$76,000.00	\$76,000.00	Sevent six thousand
	3.	Sales Tax 9.1%	Option	Each	1.00	\$7,217.10		Sevent two hundred seventeen
<b>Total Base Bid</b>		\$81,000.00						

**SUBCONTRACTOR LIST**

**PROJECT NAME:** \_\_\_\_\_

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

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

\_\_\_\_\_ **NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT**



< **Business Lookup**

## License Information:

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

**Entity name:** BREITHAUPT, RYAN P

**Business name:** BREITHAUPT & SONS

**Entity type:** [Sole Proprietor](#)

**UBI #:** 603-278-343

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 1614 N FELTS RD  
SPOKANE VALLEY WA 99206-3950

**Mailing address:** 1614 N FELTS RD  
SPOKANE VALLEY WA 99206-3950



**Excise tax and reseller permit status:**

[Click here](#)

## Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Feb-28-2027	Mar-05-2013
Spokane Valley General Business				Active	Feb-28-2027	Jun-21-2016

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

Owners and officers	Title
BREITHAUPT, RYAN P	

## Registered Trade Names

Registered trade names	Status	First issued
BREITHAUPT & SONS	Active	Feb-22-2013

The Business Lookup information is updated nightly. Search date and time: 3/3/2026 10:04:43 AM



## Contact us

How are we doing?

**Take our survey!**

Don't see what you expected?

**Check if your browser is supported**



**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 03/16/2026**Committee Agenda type:** Consent**Date Rec'd**

3/11/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 04/13/2026**Submitting Dept**

INTEGRATED CAPITAL

**Bid #****Contact Name/Phone**

NATE SULYA 6988

**Requisition #****Contact E-Mail**

NSULYA@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE

**Sponsoring at Administrators Request**

NO

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

CONNECTING HOUSING TO INFRASTRUCTURE PROGRAM (CHIP) GRANT (26-

**Agenda Wording**

Contract with the Washington Department of Commerce (26-96330-011) to provide Connecting Housing to Infrastructure Program (CHIP) grant funds to construct utility improvements for affordable housing for \$939,204.

**Summary (Background)**

In 2025, Spokane submitted grant applications to CHIP in partnership with Proclaim Liberty to help fund utility improvements at the latter's affordable housing project, Bethany Village. In January 2026, the City was awarded \$939,204 for the project. The grant pays for onsite water, sewer and stormwater improvements for the housing development; offsite water, sewer, and stormwater improvements in the right-of-way, connecting to the development; and reimburses waived water, sewer and stormwater system development charges for the project.

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

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, 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

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 939,204.00
Current Year Cost	\$ 939,204.00
Subsequent Year(s) Cost	\$ 0
<b>Narrative</b>	
A special budget ordinance (OPR _____) was taken before Council to accept and create budget for this award.	
<b>Amount</b>	
Revenue	\$ 939,204.00
Expense	\$ 939,204.00
Select	\$
<b>Budget Account</b>	
	# 4250-98864-38141-54201-10261
	# 4250-98864-99999-33442-10261
	#
	#
	#
	#
<b>Funding Source</b> One-Time	
<b>Funding Source Type</b> Grant	
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	One-Time
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
No match was required for the grant.	
<b>Approvals</b>	
<b>Dept Head</b>	PICANCO, KEVIN
<b>Division Director</b>	FEIST, MARLENE
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Additional Approvals</b>	
<b>ACCOUNTING -</b>	BROWN, SKYLER
<b>Distribution List</b>	
Brian Grow, proclaimlibertyspk@gmail.com	icmaccounting@spokanecity.org
tax&licenses@spokanecity.org	eraea@spokanecity.org
nsulya@spokanecity.org	kpicanco@spokanecity.org



**Capital Agreement with**

City of Spokane

**through**

**Connecting Housing to Infrastructure Program (CHIP)**

**Contract Number:**

26-96330-011

**For**

To support the development of affordable housing by paying for utility infrastructure improvements for the Bethany Village project AND by reimbursing the City of Spokane for waived system development charges of affordable housing units for the project.

**Dated:** Tuesday, July 1, 2025

# Table of Contents

TABLE OF CONTENTS .....	2
FACE SHEET .....	4
SPECIAL TERMS AND CONDITIONS .....	5
1. CONTRACT MANAGEMENT .....	5
2. COMPENSATION.....	5
3. BILLING PROCEDURES AND PAYMENT.....	5
4. SUBCONTRACTOR DATA COLLECTION .....	6
5. HISTORICAL OR CULTURAL ARTIFACTS .....	6
6. INSURANCE .....	7
7. FRAUD AND OTHER LOSS REPORTING .....	7
8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS.....	7
9. INDEMNIFICATION .....	8
10. NO THIRD-PARTY BENEFICIARIES .....	8
11. OWNERSHIP.....	8
12. PUBLIC BENEFIT OF LATECOMER FEES .....	8
13. DOCUMENTATION AND SECURITY.....	8
14. ORDER OF PRECEDENCE .....	9
GENERAL TERMS AND CONDITIONS .....	10
1. DEFINITIONS.....	10
2. ALLOWABLE COSTS.....	10
3. ALL WRITINGS CONTAINED HEREIN.....	10
4. AMENDMENTS .....	10
5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35 .....	10
6. APPROVAL .....	11
7. ASSIGNMENT.....	11
8. ATTORNEYS' FEES .....	11
9. CODE REQUIREMENTS.....	11
10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION .....	11
11. CONFORMANCE.....	11
12. CONFLICT OF INTEREST.....	12
13. COPYRIGHT .....	12
14. DISALLOWED COSTS .....	12
15. DISPUTES .....	13
16. DUPLICATE PAYMENT .....	13
17. GOVERNING LAW AND VENUE .....	13
18. INDEMNIFICATION .....	13
19. INDEPENDENT CAPACITY OF THE GRANTEE.....	14
20. INDUSTRIAL INSURANCE COVERAGE .....	14
21. LAWS .....	14
22. LICENSING, ACCREDITATION AND REGISTRATION .....	14
23. LIMITATION OF AUTHORITY.....	14

24.	LOCAL PUBLIC TRANSPORTATION COORDINATION .....	14
25.	NONDISCRIMINATION .....	14
26.	PAY EQUITY.....	15
27.	POLITICAL ACTIVITIES .....	15
28.	PREVAILING WAGE LAW .....	16
29.	PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION .....	16
30.	PUBLICITY .....	16
31.	RECAPTURE.....	16
32.	RECORDS MAINTENANCE .....	16
33.	REGISTRATION WITH DEPARTMENT OF REVENUE.....	16
34.	RIGHT OF INSPECTION .....	16
35.	SAVINGS .....	17
36.	SEVERABILITY.....	17
37.	SUBCONTRACTING .....	17
38.	SURVIVAL.....	17
39.	TAXES.....	17
40.	TERMINATION FOR CAUSE.....	17
41.	TERMINATION FOR CONVENIENCE.....	18
42.	TERMINATION PROCEDURES .....	18
43.	TREATMENT OF ASSETS .....	19
44.	WAIVER.....	19
	ATTACHMENT A: SCOPE OF WORK:.....	20
	ATTACHMENT B: CHIP BUDGET .....	21
	CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT.....	21
	ATTACHMENT C: COMMITMENT OF CONTINUED AFFORDABILITY .....	22

# Face Sheet

Contract Number 26-96330-011

## Growth Management Services Connecting Housing to Infrastructure Program

<b>1. Grantee</b> City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		<b>2. Project Name and Address</b> Bethany Village 2607 S Ray St, Spokane, WA 99223	
<b>3. Grantee Representative</b> Nathan Sulya Program Professional nsulya@spokanecity.org		<b>4. COMMERCE Representative</b> Mischa Venables CHIP Project Manager (360)725-3088 Mischa.venables@commerce.wa.gov	
<b>5. Contract Amount</b> \$939,204		<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	
<b>7. Start Date</b> July 1, 2025		<b>8. End Date</b> June 30, 2027, subject to reappropriation	
<b>9. Federal Funds (as applicable)</b> \$0.00		<b>Federal Agency:</b> N/A	
<b>ALN</b> N/A			
<b>10. Tax ID #</b> 91-6001280	<b>11. SWV #</b> SWV0003387	<b>12. UBI #</b> 328-013-877	<b>13. UEI #</b>
<b>14. Award Method</b> <input type="checkbox"/> Non-Competitive x <input checked="" type="checkbox"/> Competitive		<b>NOFO/RFX #</b> N/A	
		<b>Proviso #</b> 40000675	
<b>15. Contract Purpose</b> To support the development of affordable housing by paying for utility infrastructure improvements for the Bethany Village project AND by reimbursing the City of Spokane for waived system development charges of affordable housing units for the project.			
COMMERCE, defined as the Department of Commerce, and Grantee acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget, and Attachment "C" – Commitment of Continued Affordability.			
<b>FOR GRANTEE</b>    _____ Marlene Feist, Public Works Director mfeist@spokanecity.org  _____ Date		<b>FOR COMMERCE</b>    _____ Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY                  BY ASSISTANT ATTORNEY GENERAL                  APPROVAL ON FILE</b>	

## **Special Terms and Conditions**

### **1. CONTRACT MANAGEMENT**

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

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

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

### **2. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$939,204, (Nine hundred thirty-nine two hundred four dollars ) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment A, Scope of Work, Attachment B, Budget, and Attachment C, Commitment of Continued Affordability.

### **3. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, including backup documentation of costs, which shall be submitted to the Representative for COMMERCE via email, or the Commerce Contracts Management System.

Invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.

Each invoice/reimbursement request will either be submitted through the Commerce Contracts Management System or submitted to Commerce with a complete and signed Invoice Voucher (Form A-19) provided by a COMMERCE Representative and shall include the Contract Number 26-96330-011.. Backup documentation detailing each cost, including invoices or receipts, must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

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

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

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

#### **Disallowed Costs**

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

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

#### Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Grantee may, at its discretion, make modifications to line items in the Budget (Attachment B) to respond to changes in project costs.
- B. The Grantee shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B).
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in the Face Sheet of this contract, nor does this section allow any proposed changes to the Scope of Work under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

#### **4. SUBCONTRACTOR DATA COLLECTION**

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

#### **5. HISTORICAL OR CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, Grantee shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

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

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

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

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

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

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

**6. INSURANCE**

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

**7. FRAUD AND OTHER LOSS REPORTING**

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

**8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

- A.** Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:
- i.** Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii.** Have not within a three-year period preceding this Grant, been convicted of 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 or private agreement or 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;
  - iii.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv.** Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C.** The Grantee agrees by signing this Grant 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, unless authorized by COMMERCE.
- D.** The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

- i.** The lower tier Grantee certifies, by signing this Grant 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.

- ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

## 9. **INDEMNIFICATION**

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

## 10. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is enforceable only by COMMERCE and GRANTEE and is not intended to establish any third-party entitlements, rights, or causes of action.

## 11. **OWNERSHIP**

COMMERCE disclaims any ownership in deliverables reimbursed under this grant.

## 12. **PUBLIC BENEFIT OF LATECOMER FEES**

Any latecomer fees as defined by RCW 35.91.020 collected by the Grantee or Subgrantee at any tier arising from infrastructure funded in whole or in part by this Contract, shall be remitted to the Grantee's affordable housing fund or to another funding source designated by the Grantee in support of affordable housing in the community.

## 13. **DOCUMENTATION AND SECURITY**

The provisions of this section shall apply to all work performed under this Contract. COMMERCE reserves the right to review all state-funded projects and to require that work performed by Subcontractors of this Contract comply with this section.

- A. **Deed of Trust**. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust) executed by landowner/sub recipient of the grant. The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.
- B. **Term of Deed of Trust; Commitment Period**. The Deed of Trust shall remain in full force and effect for a minimum period of 25 years from the date in which the property is improved upon and a statement of occupancy is issued for the purposes of affordable housing as intended under the funding. For single family housing units a partial reconveyance may be issued at the time of sale to qualified homeowner, but the affordability period will remain in effect under a covenant. For multi family housing units a reconveyance will be issued after the 25 year period has expired.
- C. **Title Insurance**. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. **Covenant**. The property shall be covenanted for the purposes intended under the funding for a period of 25 years.
- E. **Subordination**. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and

COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.

- F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property.

#### 14. **ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Commitment of Continued Affordability

# General Terms and Conditions

## 1. DEFINITIONS

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

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

## 2. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

## 3. ALL WRITINGS CONTAINED HEREIN

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

## 4. AMENDMENTS

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

## 5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**6. APPROVAL**

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

**7. ASSIGNMENT**

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

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

**9. CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

**10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

**A.** "Confidential Information" as used in this section includes:

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

**B.** The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

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

**11. CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## **12. CONFLICT OF INTEREST**

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

- A.** No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.
- B.** If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

## **13. COPYRIGHT**

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

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

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

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

## **14. DISALLOWED COSTS**

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

## 15. **DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

## 16. **DUPLICATE PAYMENT**

Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

## 17. **GOVERNING LAW AND VENUE**

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

## 18. **INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subcontractors, agents, or employees.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**19. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent Grantee relationship will be created by this Contract. The Grantee and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

**20. INDUSTRIAL INSURANCE COVERAGE**

The Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

**21. LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

**22. LICENSING, ACCREDITATION AND REGISTRATION**

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

**23. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

**24. LOCAL PUBLIC TRANSPORTATION COORDINATION**

Where applicable, Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

**25. NONDISCRIMINATION**

**A. Nondiscrimination Requirement.** During the performance of this Agreement, the Grantee, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: Grantee, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

**B. Obligation to Cooperate.** GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

**C. Default.** Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

**D. Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 31 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

## **26. PAY EQUITY**

The Grantee agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

## **27. POLITICAL ACTIVITIES**

Political activity of Grantee’s employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**28. PREVAILING WAGE LAW**

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

**29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**30. PUBLICITY**

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**31. RECAPTURE**

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

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

**32. RECORDS MAINTENANCE**

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

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

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

**33. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

**34. RIGHT OF INSPECTION**

At no additional cost all records relating to the Grantee's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Grantee shall provide access to its facilities for this purpose.

**35. SAVINGS**

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

**36. SEVERABILITY**

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

**37. SUBCONTRACTING**

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

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

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

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

**38. SURVIVAL**

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

**39. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

**40. TERMINATION FOR CAUSE**

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

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

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to

terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

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

#### **41. TERMINATION FOR CONVENIENCE**

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

#### **42. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

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

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

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

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

- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

**43. TREATMENT OF ASSETS**

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

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

**44. WAIVER**

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

## **Attachment A: SCOPE OF WORK:**

### **Scope of Work**

Install a 6" water connection in the street plus related on-site work for 3 buildings and 22 apartments. Install a 6" sewer connection in the street plus related on-site work for 3 buildings and 22 apartments. Construct and install needed stormwater improvements which includes a Bio-filtration swale, drywell, grated type 1 catch basin and related trenching, bedding and piping (6" SDR 35 PVC and 4" perforated pipe). The budget for this project also includes Waived System Development Charges.

### **Project Requirements**

Based on the criteria within the state capital budget, SB 5200 Sec 1021, (Laws of 2023), and criteria developed by Commerce to ensure the terms of the appropriation are met, all grants must meet the following criteria:

- Applicant must be a city, county or public utility district, applying in coordination with the developer of a affordable housing project, located within a jurisdiction that imposed a sales and use tax under RCW 82.14.530(1)(a)(ii), 82.14.530(1)(b)(i)(B), 82.14.540, or 84.52.105.
- The utility project must serve new affordable housing projects that serve and benefit low-income households as defined by RCW 43.185A.010 for at least 25 years. If the project is a mixed-income project, the affordable portion of the development must be at least 25%. (See Appendix C, Commitment of Continued Affordability.)
- Project work, meaning breaking ground and starting the construction process, must start by January, 2027.
- For system development charge waiver reimbursement, jurisdictions must have an adopted fee waiver program, and documentation that the fees have been waived for the affordable housing units by each provider for water, sewer, and stormwater, in accordance with the budget. See Appendix B, Budget.

### **CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK**

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.

---

Marlene Feist, Public Works Director

---

DATE

## Attachment B: CHIP Budget

Type of Cost	Recipient	Amount
Waived system development charges (SDCs) for Water	Jurisdiction or public utility waiving the SDCs:	\$227,222
Waived system development charges for sewer	Jurisdiction or public utility waiving the SDCs:	\$319,503
Waived system development charges for Stormwater	Jurisdiction or public utility waiving the SDCs:	\$0
Utility improvement costs as detailed in Attachment A: Scope of Work	Pass through funding to affordable housing project costs	\$392,479
<b>Contract Total</b>		<b>\$939,204</b>

CHIP funds can pay for the system development charges for the affordable units. All costs related to CHIP funding must be submitted for reimbursement no later than June 30, 2027, or revised contract end date if reappropriated. Calculations and SDC waiver documentation, along with the ordinance and fee schedule must be provided with the invoice for SDCs.

### **CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT**

#### CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The GRANTEE by its signature, certifies that GRANTEE has received binding assurances from the Project Developer or other relevant party that project funding from sources other than those provided by this Grant Agreement has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that the Project Developer has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

\_\_\_\_\_  
Marlene Feist, Public Works Director

\_\_\_\_\_  
DATE

## **Attachment C: Commitment of Continued Affordability**

This project will be monitored for 40 years by the City as part of the project's HOME and 1590 funding.

If the project is NOT already monitored for affordability by an organization such as the Housing Trust Fund, The Washington State Housing Finance Commission, a housing authority, or a local government monitoring process, then the following is required:

- The project must be enrolled in Commerce's Tracking Housing Affordability Database (THAD), for receiving annual reports and conducting 5-year audits.
- The project must provide a covenant and/or note and deed of trust naming Commerce as part of securitization.
- The project must maintain records for 31 years in accordance with the Records Maintenance in contract General Terms and Conditions.

**For the purposes of this contract, the utility project must serve new affordable housing projects that serve and benefit low-income households for at least 25 years.**

"Affordable housing" has the same meaning as in RCW 43.185A.010, and means residential housing for rental occupancy which, as long as the same is occupied by low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent of the family's income. In the context of homeownership, the definition from the [Housing Trust Fund Handbook](#) applies (Section 701.7):

"affordability occurs when a household's monthly housing costs are generally no more than 38 percent of monthly household income and total debt is no more than 45 percent of monthly household income. Housing costs include mortgage principal, interest, property taxes, homeowner insurance, homeowner association fees, and land lease fees, as applicable. Total debt includes other debt and utilities."

<sup>1</sup> "Low-income household" has the same definition as in RCW 43.185.010(6), and means a single person, family or unrelated persons living together whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for the county where the project is located.

Bethany Village	
County and parcel number(s) of property:	Spokane County, Parcel 35273.0618
Organization monitoring continued affordability:	Washington State Housing Trust Fund
Term of affordability:	99 years
Documentation evidencing securitization of affordability	Housing Trust Fund Contract

---

Enter Number of Units in each category below:	
30% AMI- Studio	
30% AMI- 1 Bedroom	
30% AMI- 2 Bedroom	
30% AMI- 3 Bedroom	
30% AMI- Other	
50% AMI- Studio	
50% AMI- 1 Bedroom	3
50% AMI- 2 Bedroom	8
50% AMI- 3 Bedroom	3
50% AMI- Other	
60% AMI- Studio	
60% AMI- 1 Bedroom	
60% AMI- 2 Bedroom	6
60% AMI- 3 Bedroom	2
60% AMI- Other	
80% AMI- Studio	
80% AMI- 1 Bedroom	
80% AMI- 2 Bedroom	
80% AMI- 3 Bedroom	
80% AMI- Other	

---

The GRANTEE by its signature, certifies that the project will be monitored to ensure continued affordability for a minimum of 25 years, evidenced by documentation listed above. The GRANTEE shall maintain records sufficient to evidence the continued affordability, and that it will retain and shall make such records available for COMMERCE's review upon reasonable request.

---

Marlene Feist, Public Works Director

---

DATE

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 03/16/2026**Committee Agenda type:** Consent**Date Rec'd**

3/10/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 04/13/2026**Submitting Dept**

INTEGRATED CAPITAL

**Bid #****Contact Name/Phone**

NATE SULYA 6988

**Requisition #****Contact E-Mail**

NSULYA@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE

**Sponsoring at Administrators Request**

NO

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

CONNECTING HOUSING TO INFRASTRUCTURE PROGRAM (CHIP) GRANT (26-

**Agenda Wording**

Contract with the Washington Department of Commerce (26-96330-020) to provide Connecting Housing to Infrastructure Program (CHIP) grant funds to construct utility improvements for affordable housing for \$336,432.

**Summary (Background)**

In 2025, Spokane submitted grant applications to CHIP in partnership with Habitat for Humanity - Spokane to help fund utility improvements at the latter's affordable housing project, Habitat Riverton. In January 2026, the City was awarded \$336,432 for the project. The grant pays for onsite water, sewer and stormwater improvements for the housing development; offsite water, sewer, and stormwater improvements in the right-of-way, connecting to the development; the grant also pays for system development charge reimbursement.

**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

<b>Fiscal Impact</b>			
Approved in Current Year Budget? YES			
Total Cost	\$ 336,432.00		
Current Year Cost	\$ 0		
Subsequent Year(s) Cost	\$ 0		
<b><u>Narrative</u></b>			
A special budget ordinance (OPR _____ ) was taken before Council to accept and create budget for this award.			
<b>Amount</b>			
<b>Budget Account</b>			
Revenue	\$ 336,432.00	# 4250-98864-38141-54201-10257	
Expense	\$ 336,432.00	# 4250-98864-99999-33442-10257	
Select	\$	#	
<b>Funding Source</b> One-Time			
<b>Funding Source Type</b> Grant			
<b>Is this funding source sustainable for future years, months, etc?</b>			
n/a			
<b>Expense Occurrence</b> One-Time			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
No match was required for the grant.			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b>Dept Head</b>	PICANCO, KEVIN	<b>ACCOUNTING -</b>	BROWN, SKYLER
<b>Division Director</b>	FEIST, MARLENE		
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA		
<b>Legal</b>	HARRINGTON,		
<b>For the Mayor</b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Michelle Girardot- mgirardot@habitat-spokane.org		icmaccounting@spokanecity.org	
tax&licenses@spokanecity.org		eraea@spokanecity.org	
nsulya@spokanecity.org		kpicanco@spokanecity.org	



**Capital Agreement with**

City of Spokane

**through**

**Connecting Housing to Infrastructure Program (CHIP)**

**Contract Number:**

26-96330-020

**For**

To support the development of affordable housing by paying for utility infrastructure improvements for the Habitat Riverton project AND by reimbursing the City of Spokane for waived system development charges of affordable housing units for the project.

**Dated:** Tuesday, July 1, 2025

# Table of Contents

TABLE OF CONTENTS .....	2
FACE SHEET .....	4
SPECIAL TERMS AND CONDITIONS .....	5
1. CONTRACT MANAGEMENT .....	5
2. COMPENSATION.....	5
3. BILLING PROCEDURES AND PAYMENT.....	5
4. SUBCONTRACTOR DATA COLLECTION .....	6
5. HISTORICAL OR CULTURAL ARTIFACTS .....	6
6. INSURANCE .....	7
7. FRAUD AND OTHER LOSS REPORTING .....	7
8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS.....	7
9. INDEMNIFICATION .....	8
10. NO THIRD-PARTY BENEFICIARIES .....	8
11. OWNERSHIP.....	8
12. PUBLIC BENEFIT OF LATECOMER FEES .....	8
13. DOCUMENTATION AND SECURITY.....	8
14. ORDER OF PRECEDENCE .....	9
GENERAL TERMS AND CONDITIONS .....	10
1. DEFINITIONS.....	10
2. ALLOWABLE COSTS.....	10
3. ALL WRITINGS CONTAINED HEREIN.....	10
4. AMENDMENTS .....	10
5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35 .....	10
6. APPROVAL .....	11
7. ASSIGNMENT.....	11
8. ATTORNEYS' FEES .....	11
9. CODE REQUIREMENTS.....	11
10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION .....	11
11. CONFORMANCE.....	11
12. CONFLICT OF INTEREST.....	12
13. COPYRIGHT .....	12
14. DISALLOWED COSTS .....	12
15. DISPUTES .....	13
16. DUPLICATE PAYMENT .....	13
17. GOVERNING LAW AND VENUE .....	13
18. INDEMNIFICATION .....	13
19. INDEPENDENT CAPACITY OF THE GRANTEE.....	14
20. INDUSTRIAL INSURANCE COVERAGE .....	14
21. LAWS .....	14
22. LICENSING, ACCREDITATION AND REGISTRATION .....	14
23. LIMITATION OF AUTHORITY.....	14

24.	LOCAL PUBLIC TRANSPORTATION COORDINATION .....	14
25.	NONDISCRIMINATION .....	14
26.	PAY EQUITY.....	15
27.	POLITICAL ACTIVITIES .....	15
28.	PREVAILING WAGE LAW .....	16
29.	PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION .....	16
30.	PUBLICITY .....	16
31.	RECAPTURE.....	16
32.	RECORDS MAINTENANCE .....	16
33.	REGISTRATION WITH DEPARTMENT OF REVENUE.....	16
34.	RIGHT OF INSPECTION .....	16
35.	SAVINGS .....	17
36.	SEVERABILITY.....	17
37.	SUBCONTRACTING .....	17
38.	SURVIVAL.....	17
39.	TAXES.....	17
40.	TERMINATION FOR CAUSE.....	17
41.	TERMINATION FOR CONVENIENCE.....	18
42.	TERMINATION PROCEDURES .....	18
43.	TREATMENT OF ASSETS .....	19
44.	WAIVER.....	19
	ATTACHMENT A: SCOPE OF WORK:.....	20
	ATTACHMENT B: CHIP BUDGET .....	21
	CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT.....	21
	ATTACHMENT C: COMMITMENT OF CONTINUED AFFORDABILITY .....	22

# Face Sheet

Contract Number 26-96330-020

## Growth Management Services Connecting Housing to Infrastructure Program

<b>1. Grantee</b> City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		<b>2. Project Name and Address</b> Habitat Riverton 3028 E SOUTH RIVERTON AVE Spokane, WA 99207	
<b>3. Grantee Representative</b> Nathan Sulya Program Professional nsulya@spokanecity.org		<b>4. COMMERCE Representative</b> Mischa Venables CHIP Project Manager (360)725-3088 Mischa.venables@commerce.wa.gov <div style="float: right; text-align: right;">                     PO Box 42525                      1500 Jefferson Street                      Olympia, WA 98504                 </div>	
<b>5. Contract Amount</b> \$336,432	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		<b>7. Start Date</b>
			<b>8. End Date</b> June 30, 2027, subject to reappropriation
<b>9. Federal Funds (as applicable)</b> \$0.00		<b>Federal Agency:</b> N/A	
		<b>ALN</b> N/A	
<b>10. Tax ID #</b> 91-6001280	<b>11. SWV #</b> SWV0003387	<b>12. UBI #</b> 328-013-877	<b>13. UEI #</b>
<b>14. Award Method</b> <input type="checkbox"/> Non-Competitive x <input checked="" type="checkbox"/> Competitive		<b>NOFO/RFX #</b> N/A	<b>Proviso #</b> 40000675
<b>15. Contract Purpose</b> To support the development of affordable housing by paying for utility infrastructure improvements for the Habitat Riverton project AND by reimbursing the City of Spokane for waived system development charges of affordable housing units for the project.			
COMMERCE, defined as the Department of Commerce, and Grantee acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget, and Attachment "C" – Commitment of Continued Affordability.			
<b>FOR GRANTEE</b>     _____ Marlene Feist, Public Works Director mfeist@spokanecity.org  _____ Date		<b>FOR COMMERCE</b>     _____ Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY                  BY ASSISTANT ATTORNEY GENERAL                  APPROVAL ON FILE</b>	

## **Special Terms and Conditions**

### **1. CONTRACT MANAGEMENT**

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

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

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

### **2. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$336,432, (Three hundred thirty-six four hundred thirty-two dollars ) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment A, Scope of Work, Attachment B, Budget, and Attachment C, Commitment of Continued Affordability.

### **3. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, including backup documentation of costs, which shall be submitted to the Representative for COMMERCE via email, or the Commerce Contracts Management System.

Invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.

Each invoice/reimbursement request will either be submitted through the Commerce Contracts Management System or submitted to Commerce with a complete and signed Invoice Voucher (Form A-19) provided by a COMMERCE Representative and shall include the Contract Number 26-96330-020.. Backup documentation detailing each cost, including invoices or receipts, must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

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

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

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

#### **Disallowed Costs**

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

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

#### Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Grantee may, at its discretion, make modifications to line items in the Budget (Attachment B) to respond to changes in project costs.
- B. The Grantee shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B).
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in the Face Sheet of this contract, nor does this section allow any proposed changes to the Scope of Work under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

#### **4. SUBCONTRACTOR DATA COLLECTION**

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

#### **5. HISTORICAL OR CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, Grantee shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

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

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

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

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

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

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

**6. INSURANCE**

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

**7. FRAUD AND OTHER LOSS REPORTING**

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

**8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

- A.** Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:
  - i.** Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii.** Have not within a three-year period preceding this Grant, been convicted of 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 or private agreement or 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;
  - iii.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv.** Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C.** The Grantee agrees by signing this Grant 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, unless authorized by COMMERCE.
- D.** The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

- i.** The lower tier Grantee certifies, by signing this Grant 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.

- ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

## 9. **INDEMNIFICATION**

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

## 10. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is enforceable only by COMMERCE and GRANTEE and is not intended to establish any third-party entitlements, rights, or causes of action.

## 11. **OWNERSHIP**

COMMERCE disclaims any ownership in deliverables reimbursed under this grant.

## 12. **PUBLIC BENEFIT OF LATECOMER FEES**

Any latecomer fees as defined by RCW 35.91.020 collected by the Grantee or Subgrantee at any tier arising from infrastructure funded in whole or in part by this Contract, shall be remitted to the Grantee's affordable housing fund or to another funding source designated by the Grantee in support of affordable housing in the community.

## 13. **DOCUMENTATION AND SECURITY**

The provisions of this section shall apply to all work performed under this Contract. COMMERCE reserves the right to review all state-funded projects and to require that work performed by Subcontractors of this Contract comply with this section.

- A. **Deed of Trust**. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust) executed by landowner/sub recipient of the grant. The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.
- B. **Term of Deed of Trust; Commitment Period**. The Deed of Trust shall remain in full force and effect for a minimum period of 25 years from the date in which the property is improved upon and a statement of occupancy is issued for the purposes of affordable housing as intended under the funding. For single family housing units a partial reconveyance may be issued at the time of sale to qualified homeowner, but the affordability period will remain in effect under a covenant. For multi family housing units a reconveyance will be issued after the 25 year period has expired.
- C. **Title Insurance**. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. **Covenant**. The property shall be covenanted for the purposes intended under the funding for a period of 25 years.
- E. **Subordination**. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and

COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.

- F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property.

**14. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Commitment of Continued Affordability

# **General Terms and Conditions**

## **1. DEFINITIONS**

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

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

## **2. ALLOWABLE COSTS**

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

## **3. ALL WRITINGS CONTAINED HEREIN**

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

## **4. AMENDMENTS**

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

## **5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**6. APPROVAL**

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

**7. ASSIGNMENT**

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

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

**9. CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

**10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

**A.** "Confidential Information" as used in this section includes:

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

**B.** The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

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

**11. CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## **12. CONFLICT OF INTEREST**

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

- A.** No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.
- B.** If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

## **13. COPYRIGHT**

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

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

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

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

## **14. DISALLOWED COSTS**

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

## 15. **DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

## 16. **DUPLICATE PAYMENT**

Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

## 17. **GOVERNING LAW AND VENUE**

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

## 18. **INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subcontractors, agents, or employees.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**19. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent Grantee relationship will be created by this Contract. The Grantee and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

**20. INDUSTRIAL INSURANCE COVERAGE**

The Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

**21. LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

**22. LICENSING, ACCREDITATION AND REGISTRATION**

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

**23. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

**24. LOCAL PUBLIC TRANSPORTATION COORDINATION**

Where applicable, Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

**25. NONDISCRIMINATION**

**A. Nondiscrimination Requirement.** During the performance of this Agreement, the Grantee, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: Grantee, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

**B. Obligation to Cooperate.** GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

**C. Default.** Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

**D. Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 31 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

## **26. PAY EQUITY**

The Grantee agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

## **27. POLITICAL ACTIVITIES**

Political activity of Grantee’s employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**28. PREVAILING WAGE LAW**

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

**29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**30. PUBLICITY**

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE’s name is mentioned, or language used from which the connection with the state of Washington’s or COMMERCE’s name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**31. RECAPTURE**

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

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

**32. RECORDS MAINTENANCE**

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

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

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

**33. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

**34. RIGHT OF INSPECTION**

At no additional cost all records relating to the Grantee’s performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Grantee shall provide access to its facilities for this purpose.

**35. SAVINGS**

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

**36. SEVERABILITY**

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

**37. SUBCONTRACTING**

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

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

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

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

**38. SURVIVAL**

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

**39. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

**40. TERMINATION FOR CAUSE**

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

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

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to

terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

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

#### **41. TERMINATION FOR CONVENIENCE**

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

#### **42. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

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

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

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

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

- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

**43. TREATMENT OF ASSETS**

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

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

**44. WAIVER**

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

## **Attachment A: SCOPE OF WORK:**

### **Scope of Work**

Construct and complete related on-site work to install residential water and sewer taps and laterals. The city of Spokane requires all solid surfaces drain into a storm water retention system onsite. This consists of gutters, drains, drainpipes, drywells and swales that will be constructed and installed to handle the stormwater. The budget for this project also includes Waived System Development Charges.

### **Project Requirements**

Based on the criteria within the state capital budget, SB 5200 Sec 1021, (Laws of 2023), and criteria developed by Commerce to ensure the terms of the appropriation are met, all grants must meet the following criteria:

- Applicant must be a city, county or public utility district, applying in coordination with the developer of a affordable housing project, located within a jurisdiction that imposed a sales and use tax under RCW 82.14.530(1)(a)(ii), 82.14.530(1)(b)(i)(B), 82.14.540, or 84.52.105.
- The utility project must serve new affordable housing projects that serve and benefit low-income households as defined by RCW 43.185A.010 for at least 25 years. If the project is a mixed-income project, the affordable portion of the development must be at least 25%. (See Appendix C, Commitment of Continued Affordability.)
- Project work, meaning breaking ground and starting the construction process, must start by January, 2027.
- For system development charge waiver reimbursement, jurisdictions must have an adopted fee waiver program, and documentation that the fees have been waived for the affordable housing units by each provider for water, sewer, and stormwater, in accordance with the budget. See Appendix B, Budget.

### **CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK**

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.

---

Marlene Feist, Public Works Director

---

DATE

## Attachment B: CHIP Budget

Type of Cost	Recipient	Amount
Waived system development charges (SDCs) for Water	Jurisdiction or public utility waiving the SDCs:	\$20,196
Waived system development charges for sewer	Jurisdiction or public utility waiving the SDCs:	\$28,400
Waived system development charges for Stormwater	Jurisdiction or public utility waiving the SDCs:	\$0
Utility improvement costs as detailed in Attachment A: Scope of Work	Pass through funding to affordable housing project costs	\$287,836
<b>Contract Total</b>		<b>\$336,432</b>

CHIP funds can pay for the system development charges for the affordable units. All costs related to CHIP funding must be submitted for reimbursement no later than June 30, 2027, or revised contract end date if reappropriated. Calculations and SDC waiver documentation, along with the ordinance and fee schedule must be provided with the invoice for SDCs.

### **CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT**

#### CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The GRANTEE by its signature, certifies that GRANTEE has received binding assurances from the Project Developer or other relevant party that project funding from sources other than those provided by this Grant Agreement has either been expended for eligible Project infrastructure expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in the Scope of Work and elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that the Project Developer has expended or has access to the funds needed to complete the Project infrastructure and shall make such records available for COMMERCE's review upon reasonable request.

\_\_\_\_\_  
Marlene Feist, Public Works Director

\_\_\_\_\_  
DATE

## **Attachment C: Commitment of Continued Affordability**

Affordability will be actively monitored by Habitat for Humanity Spokane for the full term of the affordability period in this case, in perpetuity through our Land Trust program and associated legal instruments. Each unit will be conveyed through a bargain and sale deed with a recorded covenant and a 99-year renewable ground lease agreement between the Habitat Land Trust and the homeowner, both of which include enforceable resale restrictions to maintain affordability for households earning at or below 60% AMI.

### Monitoring Process:

-Annual Compliance Review: Homeowners are required to certify occupancy and provide documentation confirming continued compliance with affordability requirements.

-Resale Oversight: In the event of a sale or transfer, Habitat-Spokane exercises a right of first refusal and reviews the buyer's income eligibility, ensuring the home is resold only to qualified households.

-Recordkeeping: Habitat-Spokane maintains comprehensive electronic and physical files for each property, including executed deeds, covenants, ground lease agreements, and annual compliance documentation.

-Auditing: Our compliance records are subject to periodic internal audits by Habitat's program and finance teams, and external review when projects are funded by public entities such as the Housing Trust Fund or local jurisdictions.

If the project is NOT already monitored for affordability by an organization such as the Housing Trust Fund, The Washington State Housing Finance Commission, a housing authority, or a local government monitoring process, then the following is required:

- The project must be enrolled in Commerce's Tracking Housing Affordability Database (THAD), for receiving annual reports and conducting 5-year audits.
- The project must provide a covenant and/or note and deed of trust naming Commerce as part of securitization.
- The project must maintain records for 31 years in accordance with the Records Maintenance in contract General Terms and Conditions.

**For the purposes of this contract, the utility project must serve new affordable housing projects that serve and benefit low-income households for at least 25 years.**

"Affordable housing" has the same meaning as in RCW 43.185A.010, and means residential housing for rental occupancy which, as long as the same is occupied by low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent of the family's income. In the context of homeownership, the definition from the [Housing Trust Fund Handbook](#) applies (Section 701.7):

"affordability occurs when a household's monthly housing costs are generally no more than 38 percent of monthly household income and total debt is no more than 45 percent of monthly household income. Housing costs include mortgage principal, interest, property taxes, homeowner insurance, homeowner association fees, and land lease fees, as applicable. Total debt includes other debt and utilities."

<sup>1</sup> "Low-income household" has the same definition as in RCW 43.185.010(6), and means a single person, family or unrelated persons living together whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for the county where the project is located.

Habitat Riverton	
County and parcel number(s) of property:	Spokane County, Parcel #: 35103.0303
Organization monitoring continued affordability:	Habitat for Humanity
Term of affordability:	99 year least
Documentation evidencing securitization of affordability	Habitat for Humanity Contract

---

Enter Number of Units in each category below:	
30% AMI- Studio	
30% AMI- 1 Bedroom	
30% AMI- 2 Bedroom	
30% AMI- 3 Bedroom	
30% AMI- Other	
50% AMI- Studio	
50% AMI- 1 Bedroom	
50% AMI- 2 Bedroom	
50% AMI- 3 Bedroom	
50% AMI- Other	
60% AMI- Studio	
60% AMI- 1 Bedroom	
60% AMI- 2 Bedroom	1
60% AMI- 3 Bedroom	2
60% AMI- Other	1
80% AMI- Studio	
80% AMI- 1 Bedroom	
80% AMI- 2 Bedroom	
80% AMI- 3 Bedroom	
80% AMI- Other	

---

The GRANTEE by its signature, certifies that the project will be monitored to ensure continued affordability for a minimum of 25 years, evidenced by documentation listed above. The GRANTEE shall maintain records sufficient to evidence the continued affordability, and that it will retain and shall make such records available for COMMERCE's review upon reasonable request.

---

Marlene Feist, Public Works Director

---

DATE

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 03/16/2026**Committee Agenda type:** Consent**Date Rec'd**

3/10/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 04/13/2026**Submitting Dept**

PLANNING SERVICES

**Bid #****Contact Name/Phone**

HOLLIS STAAL 509-625-6854

**Requisition #****Contact E-Mail**

HSTAAL@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE SDIXIT

**Sponsoring at Administrators Request**

NO

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

MFTE CONDITIONAL AGREEMENT FOR 4911 S FREYA ST.

**Agenda Wording**

Conditional Multifamily Tax Exemption contract with 5111 S Freya LLC, for the property located at 4911 S Freya St., to create 29 dwelling units. Following construction the project intends to finalize under the 12yr exemption.

**Summary (Background)**

RCW 84.14 authorizes the New and Rehabilitated Multiple-Unit Dwellings in Urban Centers incentive, known as Multifamily Tax Exemption (MFTE) Program, to certify qualified properties for this residential property tax exemption. The City adopted this incentive in 2007 and SMC 08.15 outlines Spokane's MFTE Program and project eligibility requirements. Staff has determined that The Timberline Phase 2 application meets the project eligibility requirements outlined in SMC 08.15.040, and is located in an adopted Residential Target Areas identified in SMC 08.15.030. The application proposes to create 29 residential units on the property at 4911 S Freya St., within the Southgate neighborhood (District 2). The property is zoned R1, and the proposed use is allowed. Once the project is constructed, the applicant intends to finalize as a 12-year Multi-Family Tax Exemption. This Conditional Agreement authorizes the City to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

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

The goal of the MFTE Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant or underutilized buildings, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

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

The Department of Commerce conducts annual audits of all jurisdictions with MFTE programs. The City collects annual reports for each property. Projects that finalized under the 8-year exemption do not require income and rent restriction, but staff collect mandatory annual reports on the continued residential use of the project. Annual reporting ensures projects maintain permanent residential units, as directly contrasted with short-term rentals that are for 30 days or less, through the length of the exemption to meet the public benefit of creating more permanent residential housing units.

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

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finalized projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed.

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

Comprehensive Plan Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
Once finalized, the Spokane County Assessor will defer collection of the residential property tax portion for the duration of the exemption, after which the new residential construction value will be added to the tax rolls.	
<b>Amount</b>	<b>Budget Account</b>
Select \$	#
<b>Funding Source</b> N/A	
<b>Funding Source Type</b> Select	
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	GARDNER, SPENCER
<b>Division Director</b>	GARDNER, SPENCER
<b>Accounting Manager</b>	BAIRD, CHRISTI
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	
Josh Cochran rivercochran@gmail.com	smacdonald@spokanecity.org
sgardner@spokanecity.org	eking@spokanecity.org
hstaal@spokanecity.org	jjohnsen@spokanecity.org
erabdsadmin@spokanecity.org	

# Agenda Item Request

## Committee Meeting Information

**Select Committee:**  
Urban Experience Committee  
**Agenda Option:**  
Consent  
**Submitting Department:**  
Planning Services  
**Contact Email:**  
hstaal@spokanecity.com

**Committee Meeting Date:**  
03/16/2026  
**Duration:**  
0 min.  
**Contact Name & Phone:**  
Hollis Staal, 509-625-6854  
**Agenda Item Type**  
Contract Item

**Council Sponsors:**  
ZZAPPONE SDIXIT Choose an item.

**Is this a Lease?**  
No

**Grant Related?**  
No

**Public Works?**  
No

## Agenda Information

**Agenda Item Name: (Begin with Department Number)**  
0650 – MFTE Conditional Agreement for 4911 S Freya St.

**Agenda Wording:**  
Conditional Multifamily Tax Exemption contract with 5111 S Freya LLC, for the property located at 4911 S Freya St., to create 29 dwelling units. Following construction the project intends to finalize under the 12yr exemption.

**Summary Background:**  
RCW 84.14 authorizes the New and Rehabilitated Multiple-Unit Dwellings in Urban Centers incentive, known as Multifamily Tax Exemption (MFTE) Program, to certify qualified properties for this residential property tax exemption. The City adopted this incentive in 2007 and SMC 08.15 outlines Spokane’s MFTE Program and project eligibility requirements.

Staff has determined that The Timberline Phase 2 application meets the project eligibility requirements outlined in SMC 08.15.040, and is located in an adopted Residential Target Areas identified in SMC 08.15.030.

The application proposes to create 29 residential units on the property at 4911 S Freya St., within the Southgate neighborhood (District 2). The property is zoned R1, and the proposed use is allowed. Once the project is constructed, the applicant intends to finalize as a 12-year Multi-Family Tax Exemption.

This Conditional Agreement authorizes the City to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

## Financial Information

Approved in current year budget?

N/A

Total Cost:

\$NA

Current year cost:

\$ NA

Subsequent year(s) cost:

\$ NA

**Narrative: (255-character max)** Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue...

Once finalized, the Spokane County Assessor will defer collection of the residential property tax portion for the duration of the exemption, after which the new residential construction value will be added to the tax rolls.

**Funding Source: N/A**

**Specify funding source:** Choose an item.

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

Not applicable to this Incentive.

**Expense Occurrence:** Choose an item.

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

Click or tap here to enter text.

**Fiscal Impact:**

Neutral

Choose an item.

Choose an item.

Choose an item.

**Budget Account**

XXXX- XXXXX- XXXXX- XXXXX-99999

XXXX- XXXXX- XXXXX- XXXXX-99999

XXXX- XXXXX- XXXXX- XXXXX-99999

XXXX- XXXXX- XXXXX- XXXXX-99999

**Operations Impacts** (If N/A, please give a brief description as to why)

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

The goal of the MFTE Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant or underutilized buildings, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

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

The Department of Commerce conducts annual audits of all jurisdictions with MFTE programs. The City collects annual reports for each property. Projects that finalized under the 8-year exemption do not require income and rent restriction, but staff collect mandatory annual reports on the continued residential use of the project. Annual reporting ensures projects maintain permanent residential units, as directly contrasted with short-term rentals that are for 30 days or less, through the length of the exemption to meet the public benefit of creating more permanent residential housing units.

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

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finalized projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed.

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

Comprehensive Plan Policies:

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development  
H 1.9 Mixed-Income Housing  
H 1.4 Use of Existing Infrastructure  
H 1.10 Lower-Income Housing Development Incentives  
H 1.11 Access to Transportation  
H 1.18 Distribution of Housing Options  
ED 2.4 Mixed-Use  
ED 7.4 Tax Incentives for Land Improvement

## **Distribution List**

**Josh Cochran**  
**rivercochran@gmail.com**

Division Head

Department Head

**hstaal@spokanecity.com**

**jjohnsen@spokanecity.com**

**bdsadmin@spokanecity.com**

Additional email.

Additional email.

Additional email.

Additional email.



**CITY OF SPOKANE**  
**CONTRACT**  
**Title: ACQUISITION OF RADIO CONSOLES**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **MOTOROLA SOLUTIONS, INC.**, whose address is 500 West Monroe Street, Suite 4400, Chicago, Illinois 60661, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide CommandCentral AXS Radio Consoles and associated infrastructure, in accordance with Company's Proposal dated March 2, 2026, attached as Exhibit B. Company was selected through Cooperative Agreement No. H-GAC RA05-21. In the event of a discrepancy between the documents this City Contract controls. City accepts Company's H-GAC Communications System and Services Agreement ("H-GAC CSSA") terms contained in Company's proposal.
2. **CONTRACT TERMS.** The Contract shall become effective on March 27, 2026 and shall continue through March 26, 2031, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION.** Total compensation under this Contract shall not exceed **FOUR MILLION SEVEN HUNDRED THIRTY-TWO THOUSAND NINE HUNDRED FIFTY-ONE AND NO/100 (\$4,732,951.00)**, plus tax if applicable, payable in accordance with the Payment Terms in Exhibit B, for everything furnished and done under 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.
4. **PAYMENT.** The Company shall send its application for payment to City of Spokane Department of Emergency Communications, 808 West Spokane Falls Boulevard, 7<sup>th</sup> Floor, Spokane, Washington 99201. **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.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **AMENDMENTS.** This Contract may be amended at any time by mutual written agreement.
7. **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 this Contract.

8. TERMINATION. Either party may terminate this Contract, with or without cause, by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

9. INSURANCE. During the period of the Agreement, the Company shall maintain in force at its own expense, all of the insurances designated in Company's Certificate of Insurance ("COI") attached hereto as Exhibit C and expressly incorporated by reference into this Contract.

10. INDEMNIFICATION. The Company 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 Company's negligence or willful misconduct under this Agreement, including reasonable attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits to the extent based upon the negligence or willful misconduct of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company'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 Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The 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.

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

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

13. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

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 Company agrees to comply with, and to require that all subcontractors comply with, Section 503 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

15. 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 Company shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Company 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.

16. AUDIT / RECORDS. The Company 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 Company and its subcontractors, following thirty days' written notice by City, shall provide access to a Company facility during normal business hours by authorized City representatives, at reasonable times and in a reasonable manner, or at City's request Company will provide copies of specific documents to City's location for review, to inspect certain Company books and records for the purpose of verifying performance in accordance with the terms of the contract. City's inspection is limited to the verification of shipment to invoice quantities and shipment receipts. Company books and records provided to City pursuant to this provision shall not be used, duplicated, or disclosed to any other third party without the express written permission of Company. In no circumstances will Company be required to create or maintain documents not kept in the ordinary course of Company's business operations, nor will Company be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Company. 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.

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

18. 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.

**MOTOROLA SOLUTIONS, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

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

Exhibit A – Certificate Regarding Debarment

Exhibit B – Company’s Proposal dated March 2, 2026

Exhibit C - Company’s Certificate of Insurance

26-054b

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

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

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

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

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

**EXHIBIT B**

**EXHIBIT C**



**MOTOROLA SOLUTIONS**

Proposal

**City of Spokane, WA**

# CommandCentral AXS Consoles

March 2, 2026

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2026 Motorola Solutions, Inc. All rights reserved.

---

Motorola Solutions, Inc.  
500 W. Monroe Street Suite 4400  
Chicago, IL 60661

March 2, 2026

Battalion Chief, Mike Forbes  
City of Spokane, Spokane Fire Department  
44 W. Riverside Avenue  
Spokane, WA. 99201-0114

RE: CommandCentral AXS Radio Consoles

Dear Battalion Chief Forbes,

Motorola Solutions, Inc. appreciates the opportunity to provide the City of Spokane Fire Department with high-quality communications equipment and services. Our project team has carefully developed a solution designed to address your needs and deliver exceptional value.

The proposed solution includes twenty-four (24) CommandCentral AXS Consoles (radio) and associated infrastructure. Additionally, the proposal covers the installation and integration of these technologies with the Spokane Regional Emergency Communications (SREC) ASTRO P25 2022.1 Core (Primary & DSR).

This proposal is subject to the terms and conditions outlined in the enclosed HGAC Communications System and Services Agreement ("H-GAC CSSA") which incorporates the H-GAC RA05-21 cooperative purchasing agreement. The City of Spokane may accept this proposal by providing Motorola Solutions with a signed copy of the HGAC CSSA and a signed purchase order that specifically references "PO is subject to Motorola's proposal dated March 2, 2026, and the terms and conditions of the H-GAC CSSA attached to Motorola's proposal." This offer is **valid through March 16, 2026**, and kindly requests the customer's willingness to receive equipment as early as March 31, 2026.

Should you have any concerns regarding the proposal, Motorola Solutions would be pleased to address them. Please direct any questions to your Motorola Solutions Senior Account Executive, Kevin Haight, at (208) 316-4420.

Thank you for considering Motorola Solutions to provide the City of Spokane with best-in-class solutions. We look forward to strengthening our relationship by implementing this project and assisting in the development of a long-term plan. Our aim is to offer you the finest products and services available in the communications industry.

Sincerely,



Michael DeBenedetti  
Territory Vice President  
MOTOROLA SOLUTIONS, INC.

# Table of Contents

## Section 1

<b>System Description</b>	<b>5</b>
<b>1.1 Overview</b>	<b>5</b>
1.1.1 City of Spokane Dispatch Site - CommandCentral AXS	7
1.1.1 Integration with the ASTRO 25 Network	8
<b>1.2 CommandCentral AXS Dispatch Description</b>	<b>8</b>
1.2.1 Overview	8
1.2.2 Next Generation Dispatch Experience	10
1.2.3 Securing CommandCentral AXS	10
1.2.3.1 Secure Access to the Console	11
1.2.3.2 Secure Communications at the Console	11
1.2.4 Dispatch Position Client Hardware	11
1.2.5 Backroom Equipment	12
1.2.5.1 SRX 345 Routers	13
1.2.5.2 DSC 8000 Conventional Site Controller	13
<b>1.3 Design Assumptions</b>	<b>16</b>

## Section 2

<b>Statement of Work</b>	<b>17</b>
<b>2.1 Overview</b>	<b>17</b>
<b>2.2 Responsibility Matrix</b>	<b>17</b>
<b>2.3 Assumptions</b>	<b>25</b>
<b>2.4 Change Order Process</b>	<b>27</b>

## Section 3

<b>City of Spokane Console System Estimated Milestone Schedule</b>	<b>31</b>
--	-----------

## Section 4

<b>Service Plan</b>	<b>32</b>
<b>4.1 Overview</b>	<b>32</b>
<b>4.2 Essential Plus Element Descriptions</b>	<b>32</b>
4.2.1 Remote Technical Support	32
4.2.2 Network Hardware Repair	32
4.2.3 Security Update Service	32
4.2.4 Customer Technician Dispatch and On-site Infrastructure Response	33
4.2.5 Annual Preventive Maintenance	33
4.2.6 Network Event Monitoring	33
4.2.7 Remote Security Update Service	33
<b>4.3 Motorola Solutions Service Delivery Ecosystem</b>	<b>34</b>
4.3.1 Centralized Managed Support Operations	34
4.3.2 Repair Depot	34

4.3.3	Customer Support Manager .....	34
4.3.4	Customer Hub.....	35
<b>4.4</b>	<b>ASTRO System Upgrade Agreement Statement of Work .....</b>	<b>36</b>
4.4.1	Overview.....	36
<b>4.5</b>	<b>Scope .....</b>	<b>36</b>
<b>4.6</b>	<b>Inclusions .....</b>	<b>37</b>
4.6.1	System Upgrades .....	37
4.6.2	Subscriber Radio Software .....	37
<b>4.7</b>	<b>Limitations and Exclusions .....</b>	<b>37</b>
4.7.1	Platform Migrations.....	38
4.7.2	Non-Standard Configurations .....	38
4.7.3	System Expansions and New Features.....	38
4.7.4	Cloud Technology.....	38
4.7.5	Subscriber Radio Software .....	38
<b>4.8</b>	<b>General Statement of Work for System Upgrades.....</b>	<b>38</b>
4.8.1	Upgrade Planning and Preparation .....	38
4.8.1.1	Motorola Responsibilities.....	38
4.8.1.2	Customer Responsibilities .....	39
4.8.2	System Readiness Checkpoint.....	40
4.8.2.1	Motorola Responsibilities.....	40
4.8.2.2	Customer Responsibilities .....	41
4.8.3	System Upgrade.....	41
4.8.3.1	Motorola Responsibilities.....	41
4.8.3.2	Customer Responsibilities .....	41
4.8.4	Upgrade Completion.....	41
4.8.4.1	Motorola Responsibilities.....	41
4.8.4.2	Customer Responsibilities .....	41
<b>4.9</b>	<b>Special Provisions .....</b>	<b>41</b>
<b>4.10</b>	<b>Appendix A: ASTRO® System Release Upgrade Paths.....</b>	<b>43</b>
<b>4.11</b>	<b>Appendix B: System Pricing Configuration .....</b>	<b>44</b>
<b>4.12</b>	<b>Appendix C: SUA Coverage Table .....</b>	<b>46</b>
<b>4.13</b>	<b>Exhibit-Service Level and Support Clarifications.....</b>	<b>47</b>

## Section 5

<b>Acceptance Test Plan .....</b>	<b>55</b>
<b>5.1 AXS Dispatch .....</b>	<b>55</b>
5.1.1 Activity Log Operation with Resource preview functionality – Trunking .....	55
5.1.2 Activity Log Operation with Resource preview functionality – Conventional .....	56
5.1.3 AXS Console in Dynamic System Resilience Configuration.....	57
5.1.4 Conventional MultiKey and Key Select.....	58
5.1.5 Emergency Alarm and Call Display Description .....	59
5.1.6 Instant Recall Recorder (IRR) Operation.....	60
5.1.7 Patch Operation – Conventional.....	61

## Section 6

<b>Training Plan</b> .....	<b>62</b>
<b>6.1 Training Overview</b> .....	<b>62</b>
<b>6.2 Motorola Solutions Training</b> .....	<b>62</b>
6.2.1 Training Delivery .....	63
6.2.2 Training Courses .....	64
6.2.3 Training Tools .....	65
<b>6.3 Proposed Training Overview for the City of Spokane</b> .....	<b>66</b>
1.3.1 Console Operator and Supervisor Training Plan .....	67
6.3.1 Course Descriptions for the City of Spokane .....	67
6.3.1.1 CommandCentral AXS Dispatch Console Administrator .....	67
6.3.1.2 CommandCentral AXS Dispatch Console Operator .....	68

## Section 7

<b>Pricing Summary</b> .....	<b>69</b>
<b>7.1 Pricing</b> .....	<b>69</b>
<b>7.2 Payment Terms</b> .....	<b>70</b>

## Section 8

<b>Contractual Documentation</b> .....	<b>71</b>
--	-----------

Section 1

# System Description

## 1.1 Overview

Motorola is proposing CommandCentral AXS consoles as the dispatch solution for the City of Spokane. The equipment proposed will provide Spokane with a completely independent dispatch site at each location. New NMD site IDs will need to be created on the SREC core to enable communications.

A detailed breakdown is provided in the table below:

Dispatch Site	AXS Consoles
Primary Dispatch	16
Backup Dispatch	8

The consoles will connect to the SREC ASTRO P25 2022.1 Core (Primary & DSR).

Each Dispatch console at the City of Spokane Dispatch Sites will have the below licenses:

- AXS Dispatch Console License.
- AXS Secure Voice Services License.
- AXS Integrated IRR License.
- AXS Ambe+2 Vocoder Royalty License.
- AXS Standard Level Radio License.
- AXS Trunking Services License.
- AXS Advanced Conventional License.
- AXS Secure OTEK License

Backroom Equipment includes:

- Redundant SRX 345 Dispatch Routers
- Redundant EX4100 24-port Dispatch Switches
- Redundant MPLS - Juniper ACX 7024 Routers
- One (1) AIS Server

Please Note: An additional pair of EX4100 24 port switches is also included to cover requirements for backhaul connections that are less than 1Gbps.

Backup Dispatch: Consolettes, Combiners, RFDS, CCGW's & Antennas are included in the Dispatch Backup solution.

Dispatch Site	Backup Dispatch Consolettes
Primary Dispatch	16
Backup Dispatch	8

An additional CCGW is included for both dispatch sites to connect existing analog conventional resources that City currently utilizes. No more than 8 analog resources are anticipated.

No AUX I/O's are proposed as a part of this solution.

Archive Interface Servers (AIS) are included at each location for a future customer a provided logging solution. Motorola has not included any logging solution in this proposal.

Dispatch System Diagrams:

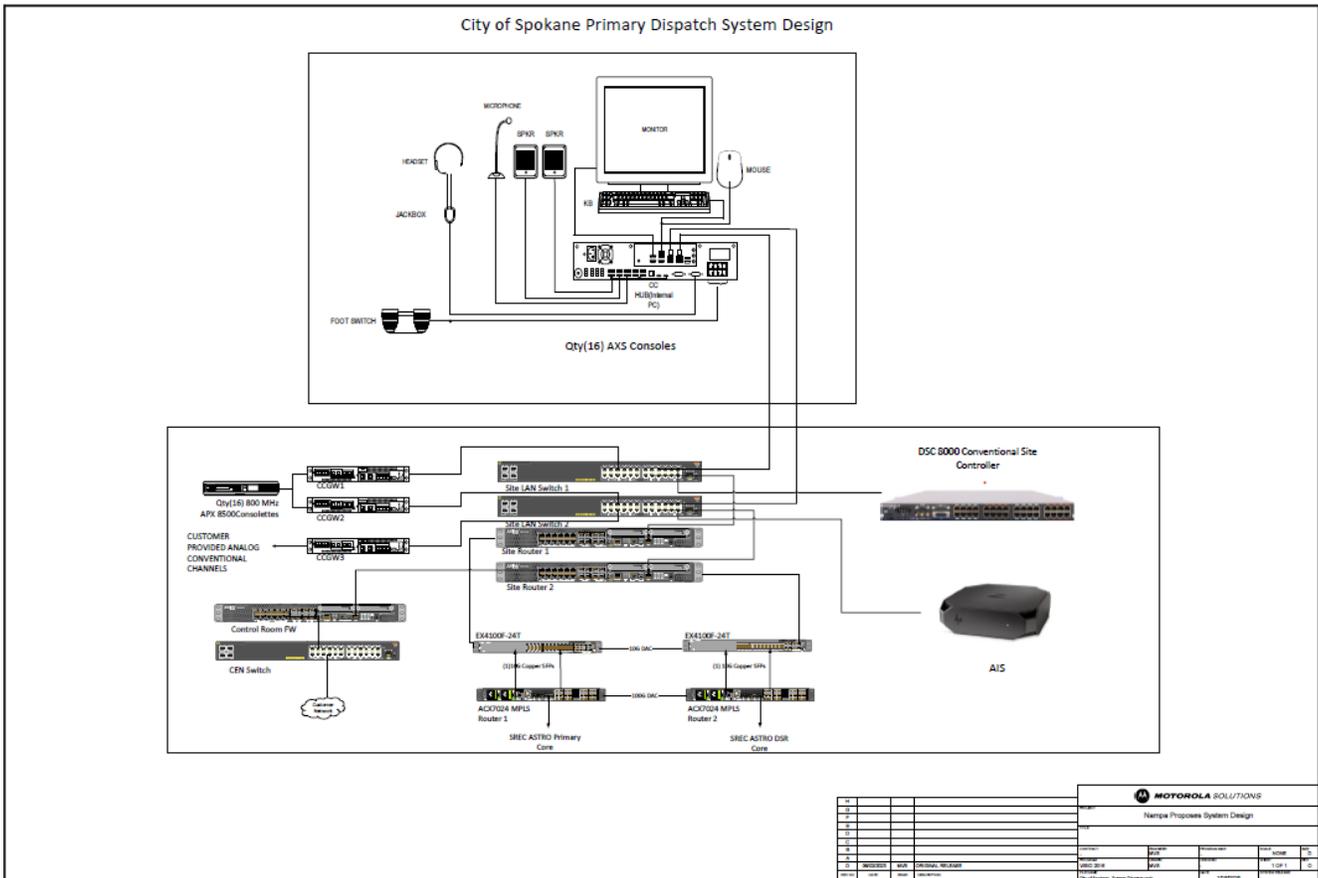


Figure 1-1: Primary Dispatch

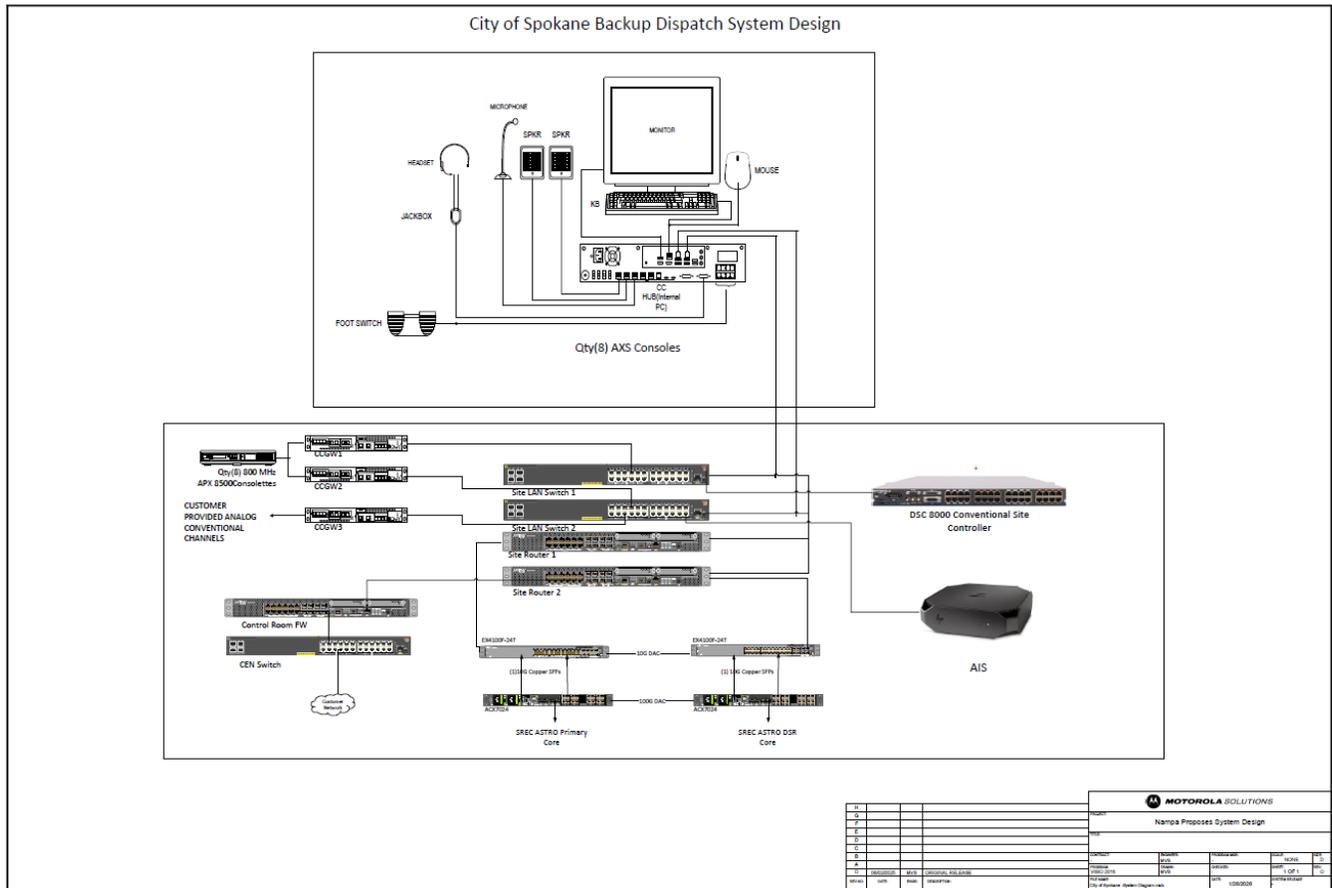


Figure 1-2: Backup Dispatch

### 1.1.1 City of Spokane Dispatch Site - CommandCentral AXS

The proposed AXS operator positions will utilize Motorola’s new CommandCentral Hub (CC Hub) with internal PC. The AXS position’s PC will feature a local installation of Motorola’s CommandCentral AXS dispatch application handling local call processing and, as applicable, software-based voice encryption operations. Meanwhile, the CC Hub will provide all necessary interfaces for dispatch peripherals such as speakers, microphones, or headset jacks. This proposal features a full complement of dispatch site accessories for the new OP, including: two (2) MSI purpose-built USB speakers, two (2) headset jackboxes, one (1) USB desktop microphone, and one (1) dual pedal footswitch. A 24” widescreen touch monitor is also included to support the new operator positions, including headsets.

The proposed AXS dispatch positions will use the SREC core system license bundle. New Core licenses have been proposed to add the new operator positions to the radio system.

The proposed operator positions features position-based licensing to support trunked radio resources associated with the radio system. An Advanced Conventional license is included for each position to provide enhanced dispatch capabilities, such as radio user aliases, when dispatching through consolettes or other conventional resources. Secure encryption licensing is also included for the position to support communication with ADP/AES/DES-OFB encrypted talkgroups. Motorola has also

included Instant Recall Recorder (IRR) software to enhance dispatch operations. OTEK licenses have also been included for each operator position.

### 1.1.1 Integration with the ASTRO 25 Network

The proposed dispatch console seamlessly integrates into the SREC ASTRO 25 system's Primary and DSR core via backhaul connectivity. This tight union between radio infrastructure and console equipment has several operational benefits for the City of Spokane. The physical space to accommodate the proposed console is comparable to that required for a personal computer.

The console can access both trunked talkgroups and conventional radio channels over the same network. This architecture reduces overall transport costs and the need for duplicate fixed network equipment.

It is the responsibility of the City of Spokane to provide backhaul to both the Primary and DSR SREC core from the two dispatch sites.

## 1.2 CommandCentral AXS Dispatch Description

The following sections provide a general overview of the new CommandCentral AXS Dispatch platform. Please note that this is a general product description and may discuss some features that are not included with the quoted configuration.

### 1.2.1 Overview

Motorola Solutions' CommandCentral AXS Dispatch Console reduces the barriers between systems within a dispatch center, allowing access to all the mission-critical tools and applications dispatchers need in the moments that matter. CommandCentral AXS integrates the capabilities of other dispatch center technologies into a single, streamlined view. This makes operation more efficient in emergency situations. Resources are accessible with an intuitive, highly configurable GUI. Dispatchers will have an expansive feature set, a mission-critical IP network for transporting information and calls throughout the system, and robust integration capabilities with other dispatch center technologies.



**Figure 1-3: One Screen, All the Resources Users Need**

CommandCentral AXS improves the efficiency and operation of dispatchers in the following ways:

- **Next Generation Dispatch Experience** — Responds to touch, type, or click, giving dispatchers the flexibility to interact and stay connected to teams in the way that best suits them. Extensive customization options, flexible deployment configurations, and simple scalability means agencies only pay for what is needed now, with the room to adapt and grow as needs change over time.
- **Cross-Platform Dispatch Integration Capability** — Interfaces existing technologies to provide multi-system access on a single platform to help retain a dispatcher's focus in the moments that matter.
- **Seamless Multi-system Access** — Supports future advancements and integrations with additional systems now and in the future. Dispatchers will be able to seamlessly communicate and connect across ASTRO 25 and other P25 trunking systems.
- **Pain-Free Enhancements** — Simplifies keeping up-to-date with new features, fixes, and security updates via Internet download (with valid subscription). Users trigger the download themselves without disrupting console operation. This flexible approach to updates reflects the software focus of CommandCentral AXS, and allows the update process to work around differing schedules.
- **Purpose-built Dispatch Console Accessories** — Enhances the dispatch experience with accessories, such as gooseneck microphone, speakers, headset jack, and footswitch, designed and tested for industry-leading performance and reliability.

This solution also reduces operating costs and provides a smaller physical footprint in the command center without compromising on features or reliability. This combination of seamless communications, modern architecture, and advanced integration capabilities enables the CommandCentral AXS solution to scale and evolve as needs change over time.

## 1.2.2 Next Generation Dispatch Experience

CommandCentral AXS features a highly customizable graphical user interface (GUI) that provides quick, single-view access to important information and functionalities from different applications and systems. The GUI's versatile option panels and scalable resources allow users to organize and customize their dispatch experience and make engagement more familiar and intuitive from shift to shift. Option panels can be relocated, exposed, or hidden as needed, giving dispatchers more control of what information, they see and how they interact with those resources. CommandCentral AXS also offers multiple options for routing audio to speakers and controlling volume levels.

CommandCentral AXS features flexible window positioning and assist panel capabilities for quick and efficient access to services such as:

- **Activity Log** — Provides an efficient point of reference for all incoming calls into a dispatch position, showing dispatchers detailed, searchable call information (radio resource name and call time) to enable faster and more informed response.
- **Paging** — Allows users to send customizable pages on radio resources. This flexible paging feature is integrated with CommandCentral AXS for both conventional and trunked radio resources, while an external paging encoder port on the CommandCentral Hub enables third-party paging encoders to send pages on the selected radio resources. The use of .wav paging audio files allows any type of tone page to be sent by CommandCentral AXS as well as alerting warbles or even recorded messages.
- **Patch Capabilities** — Enables dispatchers to set up a communication path between two or more resources that are normally unable to communicate with each other, such as trunked resources, conventional resources, and console telephony resources.
- **Alert Tones** — Allows dispatchers to send one of fifteen user-configurable alert tones on selected radio resources. Fifteen default .wav files are provided with the dispatch position software, but any combination of these default files may be replaced with customized .wav files to meet specific needs.
- **Channel Marker** — Enables dispatchers to send a periodically repeating piece of audio on radio resources, based on a customizable .wav file to meet the specific needs.



Flexible deployment options enable the GUI to be displayed on one or more dispatch position monitors or monitors used for other command center applications, allowing side-by-side or embedded views to better fit different dispatch workflows. This also gives users immediate access to necessary dispatch console features wherever they need. These integrations are designed to evolve and meet future needs as workflows change.

## 1.2.3 Securing CommandCentral AXS

Robust authentication mechanisms are employed by CommandCentral AXS, meeting the industry standard requirements of OpenID Connect for authenticating users and ensuring only properly

authorized personnel can access dispatch functionality, administration, and service tools. Role-based user accounts further control what tools are accessible by specific users.

The CommandCentral AXS Dispatch Console is continually tested against the latest US Federal Government cybersecurity guidelines. Any findings from that testing are analyzed and appropriate mitigation measures are identified and incorporated into the console. These are then made available to fielded AXS Dispatch Console systems via the continuous delivery pipeline used to distribute the monthly software releases. Monthly software releases, a continuous delivery pipeline, and a simplified upgrade process enable cybersecurity issues with operating systems, server management/orchestration software, and console application software to be quickly mitigated.

### 1.2.3.1 Secure Access to the Console

To use the dispatch position, a dispatcher must enter a valid radio system user account name and password. The dispatch position validates that information with the radio system's network manager and allows the dispatcher to access only the resources for which the user has access rights. This also applies to third-party applications that use the dispatch console's API.

### 1.2.3.2 Secure Communications at the Console

The console encrypts and decrypts radio voice messages. Thus, radio voice messages are encrypted from end-to-end between the radio user to the dispatch position. The dispatcher can choose whether to encrypt their transmissions on a particular trunked resource. Dispatchers can interface with agencies that have different encryption configurations without any manual intervention or delay.

The CommandCentral AXS Console supports multiple encryption algorithms (AES, DES-OFB, and/or ADP) and multiple secure keys.

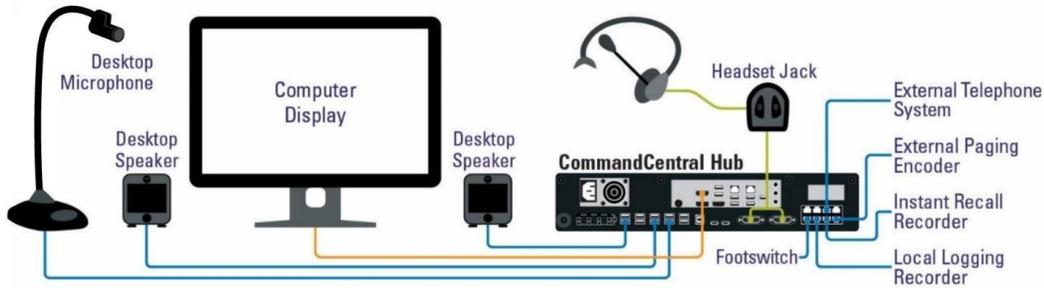
The dispatchers may talk and listen on radio resources which have different encryption algorithms without any manual intervention or delay.

The key material for performing audio encryption and decryption is stored locally on the console. This key material is also associated with a Common Key Reference (CKR), so that the appropriate key can be selected for a given talkgroup or a special call type.

Motorola has added CommandCentral AXS Secure Services license for each operator position proposed.

## 1.2.4 Dispatch Position Client Hardware

The CommandCentral AXS console solution can be enhanced through dispatch peripherals, such as speakers, microphone, headset jack, and footswitch. These peripherals are designed for 24/7 usage without degradation in performance or reliability.



**Figure 1-5: Typical AXS Console Position**

A typical CommandCentral AXS dispatch position features the following hardware elements:

- CommandCentral Hub with Integrated PC
- Monitor
- Speakers
- Microphone
- Headset jack box
- Footswitch

Further accessory specifications are available at Motorola Solutions' website.

## 1.2.5 Backroom Equipment

The proposed components are connected together, and to the rest of the ASTRO 25 system on an IP network through console site routers and switches. The console functions as an integrated component of the total radio system and fully participates in system-level features, such as end-to-end encryption.

The console connects directly to the radio system's IP transport network. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based dispatch position without additional centralized electronics.

Since the network is IP-based, the system interfaces and components can be distributed physically throughout the network. Some of the available console components are identified below.

The following backroom networking equipment is proposed at each of the dispatch sites:

- Two (2) Juniper EX4100 Dispatch LAN Switches – 48-port each.
- Two (2) Juniper SRX 345 Dispatch Site Routers.
- Two (2) ACX 7024 MPLS routers
- One (1) AIS Server

The switches and routers create a logical ASTRO dispatch site, which is tied to the ASTRO Cores via IP backhaul. MPLS routers would allow seamless integration with QOS to the SREC network.

### 1.2.5.1 SRX 345 Routers

The Juniper SRX gateways provide routing control of audio, data, and network management traffic for devices that forward packets beyond their local LAN. The gateways replicate packets while achieving the fast access levels required by real-time voice systems. Redundant SRX 345 gateways are proposed for dispatch site routers. Redundant Gateways are proposed at each dispatch site.



**Figure 1-6: SRX 345 Router**

### Juniper Switches

The Juniper Networks® EX4100-F line of Switches offers a secure, cloud-ready portfolio of access switches ideal for enterprise branch, remote office, and enterprise campus networks. The EX4100-F switches combine a robust hardware foundation with high performance to deliver a differentiated approach to access switching in the cloud, mobile, and IoT era. Ethernet Switches are provided to address connections less than 1GB. Redundant EX4100 switches are proposed as a part of this solution.



**Figure 1-7: Juniper EX4100 Switch**

### 1.2.5.2 DSC 8000 Conventional Site Controller

The DSC 8000 Conventional Site Controller supports site conventional operation where a Conventional Channel Gateway (CCGW) is located at a dispatch console site. If the link between the console site and the master site is lost, the DSC 8000 enables dispatchers to communicate over conventional resources.



**Figure 1-8: DSC 8000 Conventional Site Controller**

One (1) DSC 8000 Conventional Site Controller is being proposed at both the primary and backup dispatch as a part of this solution.

**APX 8500 Dispatch Consolettes**

Motorola is proposing APX 8500 consolettes as a means to provide backup dispatch capability in situations where the connectivity to ASTRO core is lost.

The Motorola Solutions APX Consolette is the next generation Consolette design that incorporates the APX mobile transceiver and the O5 control head to complement Motorola Solutions’ APCO Phase II dual band product line.



**Figure 1-9: APX 8500 Consolette**

Motorola is offering the below quantities of APX 8500 Consolettes at each dispatch center.

Dispatch Site	Backup Dispatch Consolettes
Primary	16
Backup	8

The 800 MHz frequency band will be utilized for the backup consolettes. Combiners, RFDS and 800 MHz antennas are proposed for both the primary and backup dispatch centers.

**MCG8000 CCGW**

Motorola is proposing MCG 8000 Conventional Channel Gateways (CCGWs) for connecting the backup dispatch consolettes and existing conventional resources for the City of Spokane.

A consolette is connected to the MCG 8000 through a V.24 and 4-wire connector constituting an ACIM conventional channel. The MCG 8000 can support up to eight (8) ACIM conventional channels. One (1) analog and one (1) V.24 (digital) port on the Conventional Channel Gateway (CCGW) are needed to connect to the Motorola Solutions consolette.

The current count of the number of conventional resources is unknown, Motorola is proposing one additional CCGW at each Primary and Backup dispatch site for now. The CCGW also provides dispatch operators access to external non-P25 systems through the CCGW’s 2-wire analog, 4-wire

analog, or v.24 digital interfaces. These interfaces are tied to radios or circuits with access to external systems.

This also assumes that there are no more than 8 conventional resources that need connection at both the dispatch sites. The backup consolettes at each dispatch location will be distributed across two (2) CCGWs for redundancy.

Motorola is offering the below quantities of MCG8000 CCGW's at each dispatch center.

Dispatch Site	CCGW's
Primary	3
Backup	3

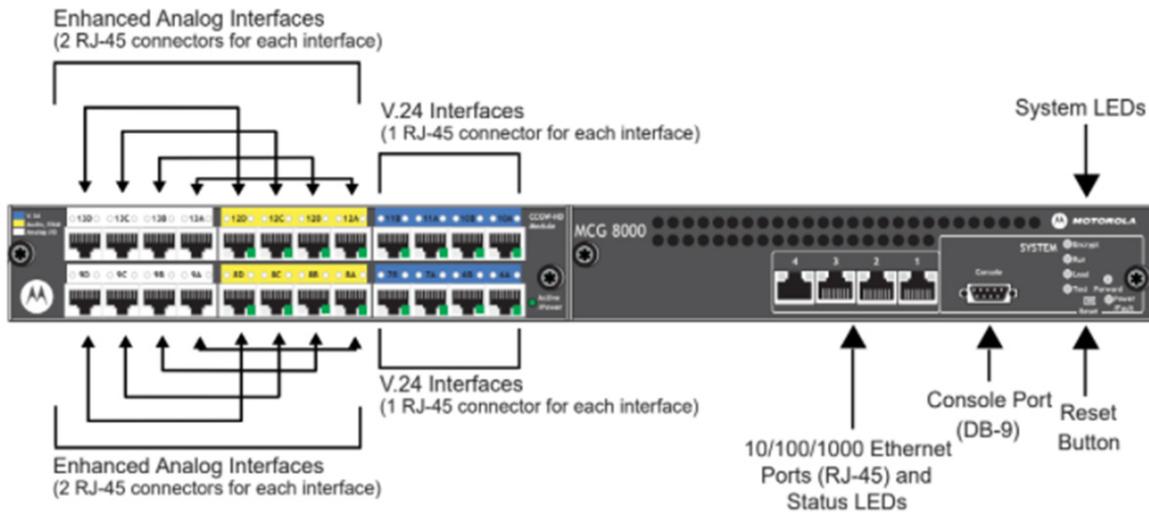


Figure 1-10: MCG8000 CCGW

### Archiving Interface Server (AIS)

The Archiving Interface Server (AIS) provides an interface between the Motorola radio system and a third-party IP logging recorder. The AIS has two (2) components - a workstation PC and a Voice Processing Module (VPM). The AIS allows calls on the radio system to be recorded together with information associated with the calls. Certain non-voice radio system events (e.g., emergency alarms, changing tactical/normal selection on a talkgroup, changing frequencies on multi-frequency conventional stations, etc.) can also be recorded. The AIS monitors those identified resources, passes call-control information, to the logging sub-system via an API, and redirects audio for those monitored channels to the logging sub-system via the LAN.

Motorola has included one (1) AIS server for each Main and Backup dispatch locations to enable a future customer provided logging solution. No logging solution is included in this proposal.

## 1.3 Design Assumptions

Motorola has made several assumptions in preparing this proposal, which are noted below. These are based upon our understanding of City of Spokane system requirements and the services to be provided.

- The exact location of the Backup dispatch center is unknown at this time. It is the customer responsibility to provide details, backhaul connectivity that aligns with the Motorola IP backhaul standards.
- Electrician services are not included.
- Interfacing to 3rd party equipment or applications is not a part of this proposal.
- CommandCentral AXS Console training is included in this proposal.
- All equipment will require a 110/120 VAC power source.
  - The DSC 8000 AC Power Supply requires access to an NEMA 5-20R outlet supported by a 20A breaker.
  - At least one (1) AC grounded outlet, terminated to a 20A breaker, exists above or near the equipment rack to support the proposed 6-port surge-protected power strip. This proposal does not include any form of electrical work to modify the electrical configuration at this location.
- At least one (1) three-pronged NEMA 5-15 power outlet is available within 6' of the new CommandCentral AXS OP.
- The placement of the new proposed operator position is assumed to be within a 150' Ethernet cable run to the dispatch site switch in the equipment backrooms.
- No UPS or backup generator equipment is included to support the dispatch site location. Backup power sources are highly advised to reduce system downtime. Brief intermittent power loss, for example, will result in minutes of downtime while servers and PCs reboot.
- City of Spokane is responsible for providing backhaul connectivity to the SREC Primary and DSR Core from both the dispatch locations.
- City of Spokane has available backhaul bandwidth for new operator positions.
- Furniture is not included in this proposal. The City of Spokane will provide console furniture for all new operator positions at both the dispatch centers.
- It is assumed that there is no requirement to integrate the consoles to any CAD, and Fire station alerting system.
- This proposal does not include the connection of telephones to the console position.
- There is no subscriber radio content in this proposal.
- Aux IO capabilities are not proposed.
- It is assumed that the backup console antennas will be mounted on rooftops/fixtures within 3-5 miles of the nearest RF sites.
- A KVL for loading encryption keys is not provided. It is assumed that City of Spokane will work with SREC to use their KVL to load the keys.
- This proposal does not include any paging features connected to the console position.

Section 2

# Statement of Work

## 2.1 Overview

This Statement of Work (SOW) describes the deliverables to be furnished to the City of Spokane (Customer). The tasks described herein will be performed by Motorola Solutions, Inc., its subcontractors, and the Customer to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for Motorola Solutions and the Customer during the project implementation. Specifically, this SOW provides:

- A description of the responsibilities for Motorola Solutions, and the Customer.
- The assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by all parties to ensure a successful project implementation.

In particular, Motorola Solutions has made assumptions of the dispatch centers to be used for the main and backup dispatch systems. Should any of the dispatch centers change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, and any other change orders that may occur during the execution of the project.

## 2.2 Responsibility Matrix

Tasks	Motorola Solutions	City of Spokane
<b>PROJECT INITIATION</b>		
<b>Contract Finalization and Team Creation</b>		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
<b>Project Administration</b>		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Record and distribute project status meeting minutes.	X	

Tasks	Motorola Solutions	City of Spokane
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents within 7 to 10 business days.		X
Conduct all project work Monday thru Friday, 8 a.m. to 5:00 p.m. local time with the exception of Motorola Solutions' and the Customer's holidays.	X	
<b>Deliverable: Completed and approved project milestones throughout the project.</b>		
<b>Project Kickoff</b>		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
<b>Deliverable: Completed project kickoff and scheduled Design Review.</b>		
<b>Design Review</b>		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present the preliminary installation plan.	X	
Present configuration and details of dispatch centers/equipment rooms required by system design.	X	
Validate that Customer dispatch centers/equipment rooms can accommodate proposed equipment.		X
Provide all approvals required to add the proposed equipment at the proposed main and backup dispatch centers.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide backhaul connectivity from the SREC primary and DSR Cores to the Main and Backup Dispatch Centers.		X
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X

Tasks	Motorola Solutions	City of Spokane
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN, and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
<b>SITE PREPARATION AND Site Access</b>		
<b>Site Access</b>		
Provide Site Access throughout the project implementation.		X
<b>Deliverable: Access necessary to install system equipment at each location.</b>		
<b>Site Planning</b>		
Provide necessary buildings for the main and backup dispatch equipment, tower or antenna mounting structure for the control stations antenna systems for installation of system equipment.		X
Ensure that required rack space is available for installation of the new equipment.		X
Ensure that required space is available on the tower or antenna mounting structure.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each dispatch center and equipment rooms.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Provide backup power, as required (i.e., UPS, generator, batteries, etc).		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Provide power to the top of each proposed rack.		X
Provide appropriately sized breakers in the AC panel at sites to support the needs of the proposed system including the installation of conduit and outlets at each location, as needed		X
Provide as-built structural and foundation drawings of the structures and site locations, along with geotechnical reports, in order to facilitate a structural analysis.		X

Tasks	Motorola Solutions	City of Spokane
Perform structural analysis of tower, rooftop, or other structure to confirm that they are capable of supporting proposed antenna loads.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Conduct one three-point ground resistance test of each dispatch center.	X	
Deliverable: Site Planning Completed.		
<b>General Facility Improvements</b>		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g., antenna coaxial cables, control station antennas etc.).		X
Correct any R56 deficiencies.		X
Removal, transport and disposal of the any existing equipment.		X
Deliverable: Sites meet physical requirements for equipment installation.		
<b>SYSTEM INSTALLATION</b>		
<b>Equipment Order and Manufacturing</b>		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for the system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
<b>Equipment Shipment and Storage</b>		
Provide a secure, temperature-controlled location for solution equipment.		X
Pack and ship solution equipment to the identified secure location.	X	

Tasks	Motorola Solutions	City of Spokane
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
<b>General Installation</b>		
Deliver solution equipment to installation locations.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide connectivity test results to confirm specification compliance before equipment installation. • Layer 3 MPLS equipment is included for all links. • Provide 24-hour test compliance, per Motorola specification.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet. Unless noted otherwise in the proposal, network cable lengths are assumed to be 25 feet or less, and to be run within the same equipment room.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect the installed equipment to the provided ground system within 15 feet.	X	
Label Motorola-supplied equipment, racks, and cables.	X	
Note any required changes to the installation for inclusion in the “as-built” system documentation.	X	
Remove, transport, and dispose of outdated equipment if applicable.		X
Deliverable: Equipment installed.		
<b>Site Link Assessment</b>		
Verify site link performance, prior to the interconnection of the solution equipment to the link equipment. Site links will be tested once. If the links do not pass the audit, a change order will be processed to perform link audits a second time after the customer resolves the link issues and prior to Functional Acceptance Testing.	X	

Tasks	Motorola Solutions	City of Spokane
Provide information on customer public Internet connection for evaluation purposes.		X
Deliverable: Site Link Assessment completed and findings are presented to the Customer.		
Console Installation and Configuration		
Provide console furniture and make room for new console installation at the Main and Backup Dispatch Centers.		X
Verify backhaul connectivity and associated equipment (such as MPLS) for all sites to meet latency, jitter, and capacity requirements. These may include dedicated phone circuits, microwave links, or other types of connectivity.	X	
Verify existing Ethernet cables between Console positions and backroom equipment are in good condition. Motorola will review the results with the Customer.	X	
Verify there are adequate existing UPS and/or power receptacles available at each console position. Motorola will review the results with the Customer.	X	
Provision and wiring of additional AC circuits/feeds/breakers/receptacles, and cover any upgrade of the amperage of the utility service into the proposed facility, where needed.		X
Install the backroom equipment, including switches, routers, CCGWs, as well as the control room firewall, test to ensure they are in good condition.	X	
Install the AIS server.	X	
Connect the console to circuit demarcation points.	X	
Install the proposed equipment at each dispatch center, as defined by the equipment list and system description.	X	
Install peripheral console equipment as mentioned in the system description in accordance with R56 standards and state/local codes where applicable.	X	
Develop up to 5 (5) templates for console programming.	X	
Perform console programming and configuration.	X	
Verify backhaul connectivity between the Console site and SREC ASTRO System Core.	X	
Provision Consoles on the existing SREC ASTRO System.	X	
Perform functionality test of the consoles as described in the FATP section.	X	
Document and provide test results.	X	
Review and approve test results.		X
Remove, transport, and dispose of outdated equipment if applicable.		X

Tasks	Motorola Solutions	City of Spokane
<b>Deliverable: Console equipment installation completed.</b>		
<b>Control Station Installation and Configuration</b>		
Provide the locations of control stations and desk sets at each of the Main and Backup Dispatch Centers.		X
Survey mounting locations and develop a control station installation plan.	X	
Provide adequate space, grounding, and power for the control station installation.		X
Properly ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.	X	
Provide an elevated antenna mounting location and adequate feed-line routing and support.		X
Provide and install standard antenna mounts.	X	
Install transmission line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).	X	
Install RF local control stations identified in the equipment list.	X	
Provide existing control station codeplugs or provide a list of channels (and associated parameters) to program the proposed control stations.		X
Perform control station programming.	X	
<b>Deliverable: Control station equipment installation completed.</b>		
<b>SYSTEM OPTIMIZATION AND TESTING</b>		
<b>R56 Site Audit</b>		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
<b>Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.</b>		
<b>Solution Optimization</b>		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	

Tasks	Motorola Solutions	City of Spokane
Reconfigure and reoptimize 3rd party equipment that is not part of the Motorola Solutions scope of work.		X
Deliverable: Completion of System Optimization.		
<b>Functional Acceptance Testing</b>		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Deliverable: Completion of functional testing and approval by Customer.		
<b>Training</b>		
Finalize schedule for training coursework.	X	
Provide a training facility.		X
Ensure that the training participants fulfill course prerequisites.		X
Conduct the training classes outlined in the Training Plan.	X	
Attend proposed training classes.		X
Deliverable: Training coursework completed.		
<b>Transition to Warranty</b>		
Review the items necessary for transitioning the project to warranty support and service.	X	

Tasks	Motorola Solutions	City of Spokane
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
<b>Finalize Documentation and System Acceptance</b>		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	<b>X</b>	
Provide an electronic as-built system. This will include the following: <ul style="list-style-type: none"> <li>▪ Site Block Diagrams.</li> <li>▪ Site Floor Plans.</li> <li>▪ Site Equipment Rack Configurations.</li> <li>▪ Antenna Network Drawings for the Control Stations</li> <li>▪ ATP Test Checklists.</li> <li>▪ Functional Acceptance Test Plan Test Sheets and Results.</li> <li>▪ Equipment Inventory List.</li> <li>▪ Console Programming Template (where applicable).</li> <li>▪ Drawings will be delivered in Adobe PDF format.</li> </ul>	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

NOTE: Final Project Acceptance shall be deemed successful when the ATP tests pass. Customer and Motorola Solutions mark the event by signing and dating the Final System Acceptance milestone certificate.

## 2.3 Assumptions

The following assumptions remain in need of review and verification as of the submission of this proposal. These assumptions affect the scope of responsibilities to ensure ancillary systems and facilities are fully prepared to support the solution contained in this proposal. Motorola will work with the customer to determine the validity of these assumptions and determine the increased scope for which Motorola and/or the customer is responsible. Should the customer prefer Motorola to assume responsibility for the increased scope, Motorola will prepare and submit to the customer a revised proposal or change order reflecting the revised scope, cost, and project implementation.

- A Performance Bond is not required.
- Union Labor is not required.

- Prevailing Wages are required.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described.
  - Electrician services are not included.
- All existing towers or the antenna mounting structures will have adequate space and size to support the antenna network requirements of the system described.
  - Any tower stress analysis or tower upgrade requirements are the responsibility of the Customer.
- Any site/location upgrades or modifications are the responsibility of the Customer.
- Any local codes and jurisdictions requirements that impact the scope of work or schedule have not been taken into account and may result in a change in scope.
- All Communication Sites can be accessed with a 4-wheel drive vehicle. Anything beyond the use of a 4-wheel drive vehicle will require a change order to capture the additional cost.
- Interfacing with 3rd party equipment or applications is not part of this proposal.
- Approved FCC licensing is the responsibility of Customer.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the Customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. This may include dedicated phone circuits, microwave links, or other types of connectivity.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should the Customer's system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Motorola Solutions will not perform any work on non-Motorola Solutions owned equipment.
- Subscriber Reprogramming Efforts are not part of the scope of work
- Any customer-owned equipment or site/location upgrades or modifications are the responsibility of the customer.
- Furniture is not included in this proposal. The City of Spokane will provide console furniture for all new operator positions at both the dispatch centers.
- It is assumed that there is no requirement to integrate the consoles to any CAD, and Fire station alerting system.
- This proposal does not include the connection of telephones to the console position.
- There is no subscriber radio content in this proposal.
- Aux IO capabilities are not proposed.
- A KVL for loading encryption keys is not provided. It is assumed that City of Spokane will work with SREC to use their KVL to load the keys.
- Logging Recorder is not proposed as part of this proposal.

- This proposal does not include any paging features connected to the console position.
- It is assumed that all Ethernet cable runs from the backroom equipment to the dispatch positions will not exceed 150 feet.
- The system design and pricing are based on the assumption that the required coaxial cable length between the console and the antenna is 100 feet or less.
- It is assumed that the backup console antennas will be mounted on rooftops/fixtures within 3-5 miles of the nearest RF sites.
- The Backup consoles proposed are provisioned exclusively for 800 MHz operation. Please note that while the equipment can be configured for additional frequency bands, doing so will necessitate further investment in site equipment, programming, and antenna systems. All costs associated with such an expansion are excluded from this proposal.

## 2.4 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

An example Change Order Form is provided on the following pages.

Change Order No.	
Date:	
Project Name:	
Customer Name:	
Customer Project Mgr:	

**The purpose of this Change Order is to:** (highlight the key reasons for this Change Order)

**Contract #**    **REQUIRED** \_\_\_\_\_

**Contract Date:** \_\_\_\_\_

In accordance with the terms and conditions of the contract identified above between  
 [enter customer name] and Motorola Solutions, Inc., the following changes are approved:

**Contract Price Adjustments**

Original Contract Value:	\$	
Previous Change Order amounts for Change Order numbers <input type="text"/> through <input type="text"/>	\$	
This Change Order:	\$	
New Contract Value:	\$	

**Completion Date Adjustments**

Original Completion Date:	
Current Completion Date prior to this Change Order:	

New Completion Date:	
----------------------	--

<b>Changes in Equipment:</b> <i>(additions, deletions or modifications)</i> <b>Include attachments if needed</b>

<b>Changes in Services:</b> <i>(additions, deletions or modifications)</i> <b>Include attachments if needed</b>

<b>Schedule Changes:</b> <i>(describe change or N/A)</i>

<b>Pricing Changes:</b> <i>(describe change or N/A)</i>

<b>Customer Responsibilities:</b> <i>(describe change or N/A)</i>

<b>Payment Schedule for this Change Order:</b> <i>(describe new payment terms applicable to <u>this</u> change order)</i>

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola  
Solutions, Inc.**

**Customer**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_  
Motorola Solutions Project Manager

Date: \_\_\_\_\_

**Section 3**

# City of Spokane Console System Estimated Milestone Schedule

Motorola Solutions is providing an estimated project schedule to assist with planning and preparing for the work described in this document. This schedule is based on our experience implementing similar systems. The schedule will be adjusted as necessary to reflect the City of Spokane’s specific project needs during the Implementation Planning. City of Spokane has requested the implementation to complete by July 31, 2026. This is a very condensed timeline and both parties need to adhere to delivering their tasks on-time to be able to implement the system by end of July 2026. This can only happen if the equipment is prebuilt and delivered by March 31, 2026.

Statement of Work Task/Deliverables	Estimated Completion in Calendar Days after Contract Award
The City of Spokane’s notice to proceed with Equipment prebuild and willing to take the delivery of the equipment by March 31, 2026.	March 1, 2026
Contract Signing	March 16, 2026
Conduct Kick-off Meeting and Implementation Planning	April 13, 2026
On-site Installation	May 4, 2026 – June 1, 2026
System Configuration	June 8, 2026 – June 26, 2026
Conduct Training	June 29, 2026 – July 2, 2026
On-site Functional Acceptance System Testing and Punch List Resolution	July 6, 2026 – July 10, 2026
Final Documentation	July 24, 2026
Final Acceptance and Transition to Warranty	July 31, 2026

The timeline shared above is dependent on the backup dispatch facility being selected and the equipment room meeting R56 standards and is ready for equipment installation. The extra 10% on the AXS console Equipment is only available if the equipment is ordered, staged and shipped by March 31, 2026. We need the City’s approval and notice to proceed with the prebuild of the system in order to meet the March 31, 2026 date.

## Section 4

# Service Plan

## 4.1 Overview

Essential Plus Services for ASTRO® 25 infrastructure will provide City of Spokane with the support needed to detect and resolve unforeseen issues for their Console System. Essential Plus Services consist of the following elements:

- Remote Technical Support.
- Network Hardware Repair.
- Security Update Service (SUS).
- Customer Technician Dispatch (COAM).
- Annual Preventive Maintenance.
- Network Event Monitoring.
- Remote Security Update Services.

Together, these elements will help to avoid operational disruptions and maintain the value of the City of Spokane Console System investment.

## 4.2 Essential Plus Element Descriptions

The following sections describe the elements proposed for the City of Spokane Console System.

### 4.2.1 Remote Technical Support

Motorola Solutions' Centralized Managed Support Operations (CMSO) will provide Remote Technical Support for infrastructure issues that require specific technical expertise. Experienced technical support specialists will be available to consult with the City personnel to help diagnose, troubleshoot and resolve infrastructure issues. Service Desk maintenance procedures and incident resolution techniques are based on ISO 9001 and TL 9000 standards.

### 4.2.2 Network Hardware Repair

To restore the City of Spokane Console System components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

### 4.2.3 Security Update Service

Commercial security software updates are often designed without consideration for specialized systems like radio communications networks. Therefore, they may at sometimes inadvertently disrupt ASTRO

25 system components such as the one proposed to the City of Spokane. Motorola Solutions will test anti-virus, operating system and other software patches to check their compatibility with ASTRO 25.

Once tested, Motorola Solutions will post the updates to a secured extranet website and send an email notification to the City of Spokane. If there are any recommended configuration changes, warnings or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website. When tested updates have been posted, City of Spokane will need to download and install them.

#### **4.2.4 Customer Technician Dispatch and On-site Infrastructure Response**

Motorola Solutions will dispatch the City of Spokane/SREC Technicians to provide repair services. Once dispatched, the City of Spokane/SREC technicians will diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Motorola Solutions' remote technicians are available for assistance.

#### **4.2.5 Annual Preventive Maintenance**

Motorola Solutions will annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

#### **4.2.6 Network Event Monitoring**

Real-time, continuous ASTRO® 25 radio communications network monitoring and event management. Using sophisticated tools for remote monitoring and event characterization, Motorola will assess events, determine the appropriate response and initiate that response. Possible responses include remotely addressing the issue, escalation to product technical support groups, and dispatch of designated City's technical resources.

#### **4.2.7 Remote Security Update Service**

Commercial security software updates are often designed without consideration for specialized systems like radio communications networks. These updates may inadvertently disrupt ASTRO 25 network operations and functionality.

To minimize cyber risks and software conflicts, Motorola Solutions provides the Remote Security Update Service (RSUS). With this service, Motorola Solutions deploys antivirus and operating system security updates on an ASTRO 25 network in a dedicated information assurance lab to test and validate them for use with ASTRO 25 networks.

Motorola Solutions tests whether applying these security updates degrades network service. If an update degrades performance, Motorola Solutions searches for a solution or workaround to address the issue before releasing that update.

With RSUS, Motorola Solutions will remotely install tested updates on the City of Spokane's Dispatch Console System. If there are any recommended configuration changes, warnings or workarounds, Motorola Solutions will provide detailed documentation on a secured extranet website.

## 4.3 Motorola Solutions Service Delivery Ecosystem

Essential Plus Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots and Customer Hub. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As staff perform tasks, service incident information will be available to the City of Spokane administrators and personnel through Customer Hub.

Service activities and Motorola Solutions' service team are described in more detail below.

### 4.3.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among the City, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with the City of Spokane/SREC technicians and authorized repair depots.

### 4.3.2 Repair Depot

The Motorola Solutions Repair Depot will provide City of Spokane with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable the City of Spokane representatives to check repair status, from inbound shipment to return.

### 4.3.3 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be the City of Spokane's key point of contact for the definition and administration of services. The CSM will work with the City of Spokane to define service delivery details to address the City of Spokane's specific priorities.

## 4.3.4 Customer Hub

To provide City of Spokane with quick access to service details, Motorola Solutions will provide our Customer Hub online network information tool. Customer Hub provides our customers with real-time critical network and services information through an easy-to-use graphical interface.



**Figure 4-1: Customer Hub offers real-time, role-based access to critical network and services information**

With Customer Hub, City of Spokane’s administrators will be able to monitor system health and maintenance updates. Capabilities include:

- Viewing network and support compliance.
- Viewing incident reports.
- Updating and creating incidents.
- Checking system update status.
- Receiving pro-active notifications regarding updates.

Available 24x7x365 from any web-enabled device, the information provided by Customer Hub will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

## 4.4 ASTRO System Upgrade Agreement Statement of Work

### 4.4.1 Overview

Utilizing the ASTRO® System Upgrade Agreement (SUA) service, City of Spokane (Customer) is able to take advantage of new functionality and security features while extending the operational life of the system.

Motorola Solutions, Inc. (Motorola) continues to make advancements in on-premises and cloud technologies to bring value to our customers. Cloud technologies enable the delivery of additional functionality through frequent updates ensuring the latest in ASTRO® is available at all times.

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the applicable agreement (Agreement) between Motorola and the Customer.

The Customer is required to keep the system within a standard support period as described in Motorola's [Software Support Policy \(SwSP\)](#).

## 4.5 Scope

As system releases become available, Motorola agrees to provide the Customer with the software, hardware, and implementation services required to execute up to one system infrastructure upgrade (System Upgrade) in each eligible System Upgrade window over the term of this agreement. The term of the agreement is listed in Table 4-1: SUA Term. The eligible System Upgrade windows and their duration are illustrated in Table 4-2: Eligible System Upgrade Window.

With the addition of the cloud services, Motorola will provide continuous updates to the cloud core to enable the delivery of additional functionality. Cloud updates will be more frequent than the ASTRO® System Upgrades and will occur outside the defined eligible System Upgrade windows in Table 4-2: Eligible System Upgrade Window. Motorola may, at its sole discretion, automatically apply the cloud updates as they become available.

If needed to perform the System Upgrade, Motorola will provide updated and/or replacement hardware for covered infrastructure components. System Upgrades, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola's option, new system releases may introduce new features or enhancements that Motorola may offer separately for purchase.

**Table 4-1: SUA Term**

<b>Duration</b>	4 Years
-----------------	---------

**Table 4-2: Eligible System Upgrade Window**

<b>First Eligible Upgrade Window</b>	<b>Second Eligible Upgrade Window</b>
Duration:	Duration:
1/1/2028-12/31/2029	1/1/2031-12/31/2031

The methodology for executing each System Upgrade is described in pricing is based on the system configuration outlined in [Appendix B: System Pricing Configuration](#). This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO® SUA price adjustment.

The price quoted for ASTRO® SUA requires the Customer to choose a certified system upgrade path in [Appendix A: ASTRO® System Release Upgrade Paths](#). Should the Customer elect an upgrade path other than one listed in [Appendix A: ASTRO® System Release Upgrade Paths](#), the Customer agrees that additional fees may be incurred to complete the implementation of the system upgrade. In this case, Motorola will provide a price quotation for any additional materials and services necessary.

## 4.6 Inclusions

Refer to [Table C-6: SUA Coverage Table](#) for more detailed information on the SUA inclusions referenced in this section.

### 4.6.1 System Upgrades

System Upgrade coverage includes the products outlined in [Appendix B: System Pricing Configuration](#) and does not cover all products. The ASTRO® SUA applies only to System Upgrades within the ASTRO® platform and entitles the Customer to eligible past software versions for downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.

### 4.6.2 Subscriber Radio Software

The ASTRO® SUA makes available the subscriber radio software releases that are shipping from the factory during the coverage period. Please refer to Section 4.5.1 for further clarification on coverage.

## 4.7 Limitations and Exclusions

The parties acknowledge and agree that the ASTRO® SUA does not cover the products and services detailed in this document.

Excluded Products and Services	Examples (Not Limited To)
Purchased directly from a third party	NICE, Genesis, Verint
Residing outside of the ASTRO® network	CAD, E911, Avtec Consoles
Not certified on ASTRO® systems	Laptops, PCs, Eventide loggers
Backhaul Network	MPLS, Microwave, Multiplexers
Two-way Subscriber Radios	APX, MCD 5000, Programming, Installation
Consumed in normal operation	Monitors, microphones, keyboards, speakers
RFDS and Transmission Mediums	Antennas, Transmission Line, Combiners, Multicouplers
Customer-provided cloud connectivity	LTE, Internet
Maintenance Services of any kind	Infrastructure Repair, Tech Support, Dispatch
Security Services	Security Update Service (SUS), Remote SUS

## 4.7.1 Platform Migrations

Platform Migrations are the replacement of a product with the next generation of that product that is not within the same product family. This can be defined as a new technology that is based on a new hardware configuration and/or a new underlying software. Any upgrades to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated in this document, Platform Migrations such as, but not limited to, stations, comparators, site controllers, consoles, backhaul, and network changes are not included.

## 4.7.2 Non-Standard Configurations

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO® SUA unless otherwise included in this SOW. Customer acknowledges that if the system has a Special Product Feature it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.

## 4.7.3 System Expansions and New Features

Any upgrades to hardware versions, replacement hardware, and/or implementation services that are not directly required to support the certified System Upgrade are not included unless otherwise agreed to in writing by Motorola. This exclusion applies to, but is not limited to, system expansions and new features.

## 4.7.4 Cloud Technology

Support for Customer-provided connectivity to the cloud platform is not covered under this agreement.

Future cloud, IT, and security related adoption is an evolving technological area and laws, regulations, and standards relating to ASTRO® SUA may change. Any changes to ASTRO® SUA required to achieve future regulatory or Customer specific compliance requirements are not included.

## 4.7.5 Subscriber Radio Software

Applying software updates to subscriber radios is the Customer's responsibility and is not included in SUA coverage. Subscriber radios must be at a software release compatible with the Customer's ASTRO® system configuration. Motorola will make reasonable efforts to notify the Customer if there is an incompatibility.

# 4.8 General Statement of Work for System Upgrades

## 4.8.1 Upgrade Planning and Preparation

All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

### 4.8.1.1 Motorola Responsibilities

- Obtain and review infrastructure system audit data as needed.

- Identify the backlog accumulation of security patches and antivirus upgrades needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches, and antivirus upgrades.
- If applicable, identify additional system hardware needed to implement a system release.
- Identify Customer provided hardware that is not covered under this agreement, or where the Customer will be responsible for implementing the system release upgrade software.
- Identify the equipment requirements and the installation plan.
- Advise the Customer of probable impact to system users during the cloud update and the actual field upgrade implementation.
- If applicable, advise the Customer on the network connection specifications necessary to perform the System Upgrade.
- Where necessary to maintain existing functionality and capabilities, deploy and configure any additional telecommunications equipment necessary for connectivity to the cloud-based technologies.
- Assign program management support required to perform the certified System Upgrade. Prepare an overall System Upgrade schedule identifying key tasks and personnel resources required from Motorola and Customer for each task and phase of the System Upgrade. Conduct a review of this schedule and obtain mutual agreement of the same.
- Assign installation and engineering labor required to perform the certified System Upgrade.
- Provide access to cloud training videos, frequently asked questions, and help guide.
- Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled System Upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

#### 4.8.1.2 Customer Responsibilities

- Contact Motorola to schedule a System Upgrade and provide necessary information requested by Motorola to execute the System Upgrade. Review System Upgrade schedule and reach mutual agreement of the same.
- Identify hardware not purchased through Motorola that will require the system release upgrade software.
- Purchase the security patches, antivirus upgrades and the labor necessary to address any security upgrades backlog accumulation identified in Section 4.9.1.1 Motorola Responsibilities, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.

- If applicable, provide network connectivity at the zone core site(s) for Motorola to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Motorola will provide the network connection specifications, as listed in Section 4.9.1.1 Motorola Responsibilities. Network connectivity must be provided at least 12 weeks prior to the scheduled System Upgrade. In the event access to a network connection is unavailable, the Customer may be billed additional costs to execute the System Upgrade.
- Assist in site walks of the system during the system audit when necessary.
- Provide a list of any FRUs and/or spare hardware to be included in the System Upgrade when applicable. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the equipment. The inventory count of Customer FRUs and/or spare hardware to be included as of the start of the SUA is included in Section 4.12 [Appendix B: System Pricing Configuration](#).
- Acknowledge that new and optional system release features or system expansions, and their required implementation labor, are not within the scope of the SUA. The Customer may purchase these under a separate agreement.
- Maintain an internet connection between the on-premise radio solution and the cloud platform, unless provided by Motorola under separate Agreement.
- Identify any Customer specific standard or requirements that may be implicated by the planned upgrade(s), including heightened cloud, IT, or information security related standards or requirements, such as those that may apply to U.S. Federal Customer or other government Customer standards. Motorola makes no representations as to the compliance of ASTRO® SUA with any Customer specific standards, requirements, specifications, or terms, except to the extent expressly specified.
- Participate in release impact training at least 12 weeks prior to the scheduled System Upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained, or to act as a training agency for those users not included.

## 4.8.2 System Readiness Checkpoint

All items listed in this section are to be completed at least 30 days prior to a scheduled upgrade.

### 4.8.2.1 Motorola Responsibilities

- Perform appropriate system backups.
- Work with the Customer to validate that all system maintenance is current.
- Work with the Customer to validate that all available security patches and antivirus upgrades have been upgraded on the Customer's system.
  - Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

### 4.8.2.2 Customer Responsibilities

- Validate that system maintenance is current.
- Validate that all available security patches and antivirus upgrades to the Customer's system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

## 4.8.3 System Upgrade

### 4.8.3.1 Motorola Responsibilities

- Perform System Upgrade for the system elements outlined in this SOW.

### 4.8.3.2 Customer Responsibilities

- Inform system users of software upgrade plans and scheduled system downtime.
- Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

## 4.8.4 Upgrade Completion

### 4.8.4.1 Motorola Responsibilities

- Validate all certified System Upgrade deliverables are complete as contractually required.
- Confirm with Customer that the cloud is available for beneficial use.

### 4.8.4.2 Customer Responsibilities

- Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

## 4.9 Special Provisions

The migration of capabilities from ASTRO® on-premises Core infrastructure to the cloud is included in the deliverable of the SUA agreement. Technologies based on cloud architecture will be a part of the Motorola roadmap and may be subject to additional cloud terms and conditions.

The SUA does not extend to Customer-provided software and hardware. Motorola makes no warrants or commitments about adapting our standard system releases to accommodate Customer implemented equipment. If during the course of a System Upgrade, it is determined that Customer provided software and/or hardware does not function properly, Motorola will notify the Customer of the limitations. The Customer is responsible for any costs and liabilities associated with making the Customer-provided software and/or hardware work with the standard Motorola system release. This includes, but is not limited to, Motorola's costs for the deployment of resources to implement the upgrade once the limitations have been resolved by the Customer.

Any Motorola software, including any system releases, is licensed to Customer solely in accordance with the applicable Motorola Software License Agreement. Any non-Motorola Software is licensed to

Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding non-Motorola Software. Non-Motorola Software may include Open-Source Software.

ASTRO® SUA coverage and the parties' responsibilities described in this SOW will automatically terminate if Motorola no longer supports the ASTRO® 7.x software version in the Customer's system or discontinues the ASTRO® SUA program. In either case, Motorola will refund to Customer any prepaid fees for ASTRO® SUA applicable to the terminated period.

If the Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on-site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Upgrade Operations Team.

The ASTRO® SUA annualized price is based on the fulfillment of the system release upgrade in each eligible System Upgrade window. If the Customer terminates, except if Motorola is the defaulting party, the Customer will be required to pay for the balance of payments owed in that eligible System Upgrade window if a system release upgrade has been taken prior to the point of termination.

## 4.10 Appendix A: ASTRO® System Release Upgrade Paths

The upgrade paths for standard ASTRO® system releases are listed in **Table A-3: Certified Standard ASTRO® System Release Upgrade Paths**.

**Table A-3: Certified Standard ASTRO® System Release Upgrade Paths**

ASTRO® System Release	Certified Upgrade Paths
Pre-7.17.X	Upgrade to current shipping release
A7.17.X	A2020.1
A7.18	A2021.1
A2019.2	A2021.1
A2020.1	A2022.1
A2021.1	A2022.1

The upgrade paths for high security ASTRO® system releases for federal deployments are described in **Table A-4: Certified High Security ASTRO® System Release Upgrade Paths**.

**Table A-4: Certified High Security ASTRO® System Release Upgrade Paths**

ASTRO® High Security System Release	Certified Upgrade Paths
A7.17.X	A2020.HS
A2020.HS	A2022.HS

The release taxonomy for the ASTRO® 7.x platform is expressed in the form “ASTRO® 7.x release 20YY.Z”. In this taxonomy, YY represents the year of the release, and Z represents the release count for that release year.

A20XX.HS enhances the ASTRO® System release with support for Public Key Infrastructure (PKI) Common Access Card / Personal Identity Verification (CAC/PIV) and with Cyber Security Baseline Assurance.

Starting with the 2024 releases, Motorola is moving from the ASTRO 7.x release names to ASTRO Next. For the purposes of the SUA program, releases using the naming convention of AN (ASTRO Next) or A (ASTRO) will be considered the same.

- The most current system release upgrade paths can be found in the most recent Lifecycle Services bulletin.
- The information contained herein outlines Motorola’s presently anticipated general technology direction and is provided for information purposes only. The information in the roadmap is not a commitment to deliver a product, product feature, or software functionality. Motorola reserves the right to make changes to the content and timing of any product, product feature, or software release.

## 4.11 Appendix B: System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO® SUA price adjustment.

**Table B-5: System Configuration at Time of Contract**

System Configuration	
<b>Core Configuration</b>	
Cloud-based Core	0
On-premises Main Site	0
On-premises Backup Site	0
<b>System Level Features</b>	
Standalone Servers (Critical Connect / Smart Connect)	0
MOSCAD NFM RTU (typically 1 per site location)	0
Network Management Clients	0
IMW Servers	0
Telephone Interconnect	0
<b>Security Configuration</b>	
AERSS Sensors	0
Firewalls	2
KMF Servers	0
KMF Clients	0
<b>RF Site Configuration</b>	
Virtual Prime Sites	0
IP Simulcast Prime Sites (include co-located/redundant)	0
RF Sites (include Simulcast sub-sites, ASR sites, HPD sites)	0
GTR 8000 Base Stations	0
DBR 8000 Base Stations	0
<b>Dispatch Site Configuration</b>	
Dispatch Site Locations	2
MCC 7500 Dispatch Consoles	0
AIS	2
CCGWs	6
MC EDGE Aux I/O	0
AXS Console Dispatch Site Locations	0
AXS Console PDH (CommandCentral Hub)	0
AXS Servers	24
<b>Third Party Elements</b>	
NICE Logging recorders (IP, Telephony, or Analog) Purchased through Motorola	0

System Configuration	
MACH Alert FSA Purchased through Motorola	0
Genesis Applications Purchased through Motorola	0

## 4.12 Appendix C: SUA Coverage Table

This appendix includes a breakdown of coverage under the SUA. System Upgrade coverage includes software and hardware coverage for equipment originally provided by Motorola. A “board-level replacement” is defined as any Field Replaceable Unit (FRU).

**Table C-6: SUA Coverage Table**

ASTRO® Certified Solution Equipment Provided by Motorola	System Upgrade		
	Software	Hardware Full Product	Hardware Board-Level
Servers	✓	✓	
Workstations	✓	✓	
Firewalls	✓	✓	
Routers	✓	✓	
LAN Switches	✓	✓	
CirrusNode	✓	✓	
MCC 7500 Voice Processing Module	✓		✓
MCC 7500E Dispatch AIM	✓	✓	
MCC 7500E Dispatch (CommandCentral Hub)	✓	✓	
AXS PDH Client (CommandCentral Hub)	✓	✓	
SDM 3000 Aux I/O	✓	✓	
MC Edge Aux I/O	✓	✓	
GTR 8000 Base Stations	✓		✓
GCP 8000 Site Controllers	✓		✓
DSC 8000 Site Controllers	✓	✓	
GCM 8000 Comparators	✓		✓
Motorola logging interface equipment	✓	✓	
PBX switches for telephone interconnect	✓	✓	
SDM 3000 RTU	✓		✓
Conventional Channel Gateway (CCGW)	✓	✓	
NICE IP logging solutions (if software, hardware and lifecycle purchased from Motorola)	✓	✓	
MACH Alert FSA (if software, hardware and lifecycle purchased from Motorola)	✓	✓	
Genesis Applications (if software, hardware and lifecycle purchased from Motorola)	✓	✓	

## 4.13 Exhibit-Service Level and Support Clarifications

### Command Central AXS – City of Spokane PSAP

Prior to final contract execution, the City respectfully requests the following documentation and confirmations:

- Motorola’s standard mission-critical SLA framework applicable to on-prem public safety console deployments.
- Confirmation whether Essential Plus includes defined response time guarantees and escalation commitments.
- Revised contract language incorporating the provisions outlined in this Exhibit.

The following sections clarify mutual service expectations for the mission-critical CommandCentral AXS console deployment supporting 24x7 public safety operations.

#### 1. Support Coverage and Availability

Vendor shall provide technical support coverage twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year for Severity 1 and Severity 2 incidents.

Support shall include access to qualified technical personnel familiar with Command Central AXS console environments and ASTRO core integration.

To provide seamless and reliable access to Motorola technical experts, Motorola provide 24/7/365 coverage through its Centralized Managed Support Operations (CMSO). This is a foundational element of Motorola’s Essential Plus service package:

- Motorola CMSO is fully staffed around the clock to ensure that every request for service and support is captured immediately, regardless of the time or day.
- Customers can engage Motorola support infrastructure via both telephone and email, providing flexibility for both urgent escalations and routine technical inquiries.

Every engagement is formally logged into Motorola’s tracking system upon receipt, initiating the workflow required to meet Motorola’s defined response and resolution commitments.

#### 2. Severity Classification and Target Response Times

Motorola recognizes that P1 and P2 situations require an accelerated cadence. Motorola’s support structure is designed to be agile, allowing it to pivot resources based on the severity of the incident:

- Within the first hour, Motorola’s team initiates the escalation protocol. This involves notifying the on-call technical leads and establishing the communication bridge necessary to address the event.
- While Motorola’s standard technical SLA is 4 hours, our internal objective for high-severity (P1/P2) incidents is to initiate active troubleshooting as quickly as possible. In many instances, Motorola is able to engage technical resources within a 2-hour window, depending on the complexity of the event and current resource deployment.

To maintain the integrity of Motorola's support for all clients, Motorola manages escalations based on real-time mission criticality. This ensures that the most urgent incidents always receive top-tier technical oversight and the swiftest possible path to resolution

For purposes of support coordination, the parties agree to the following severity definitions and target response expectations:

### **Severity 1 (P1) – Critical Dispatch Impact**

A complete console outage, loss of console-to-core connectivity, loss of trunked or conventional radio functionality, or any condition materially impairing dispatch operations.

Target Commitments:

- Assignment of a qualified engineer actively engaged in troubleshooting.
- Continuous engagement until restoration of operational functionality.

Motorola's standard operating procedure is structured as follows:

- Motorola commits to a 1-hour acknowledgement for all reported incidents. This ensures that every issue is logged, prioritized, and assigned to the appropriate technical resource within Motorola's tracking system immediately upon receipt.
- Following acknowledgement, Motorola's formal SLA provides a 4-hour technical response window from time of initial report. This allows Motorola's team to gather necessary data and initiate the troubleshooting process with the right expertise assigned to the case.
- Motorola's call center remains operational 24 hours a day, 7 days a week. Customers will always have a point of contact to report issues. While Motorola's deep-tier support technicians operate on an on-call basis during after-hours, they are integrated into Motorola's escalation path for P1 and P2 situations to ensure high-severity issues receive the urgency they require.

By maintaining these standard protocols, Motorola ensures that its resources are deployed effectively and that every customer receives a high level of service without compromising the quality of Motorola's technical resolutions.

### **Severity 2 (P2) – Major Degradation**

A significant degradation affecting operational capability but dispatch functionality remains partially available.

Target Commitments:

- Regular status updates during active remediation.

For purposes of this Exhibit, "response" means live engagement by technical personnel and not automated acknowledgement.

### **3. Cross-System Coordination (Console to ASTRO Core)**

Recognizing that the consoles integrate directly with the regional ASTRO P25 core and that the City does not operate that core:

- Vendor will coordinate directly with SREC during Severity 1 and Severity 2 incidents involving console-to-core integration.

- Vendor will not disengage solely because root cause is believed to reside outside the console software.

This provision is intended to promote timely resolution and eliminate delays caused by multi-entity troubleshooting.

Motorola's primary objective during any service disruption is the rapid restoration of operations. To achieve this efficiently, Motorola maintains a clear focus on the technologies within its managed scope while providing expert guidance during multi-vendor incidents:

- In the event of an issue, Motorola's team performs a comprehensive initial triage. If the root cause is identified as residing within a third-party network or piece of equipment, Motorola provides the customer with the diagnostic data necessary to engage the appropriate vendor.
- Rather than disengaging, Motorola's protocol shifts to a consultative support role. Motorola will remain engaged to present its findings to the third-party provider, ensuring a seamless "warm hand-off" of technical details so that troubleshooting is not duplicated.
- To ensure Motorola's technical resources remain available for critical system oversight, Motorola does not provide primary troubleshooting or remediation for infrastructure outside of its Statement of Work (SOW). This boundary prevents the depletion of specialized labor on systems where Motorola lacks administrative control, ultimately ensuring a faster path to resolution by the responsible party.

#### **4. Backhaul and Network Diagnostic Assistance**

Where console performance issues may involve routing, MPLS transport, QoS policies, IP connectivity, or backhaul conditions:

- Vendor will provide reasonable engineering-level diagnostic assistance.

This provision does not transfer ownership of third-party network infrastructure but ensures collaborative fault isolation consistent with a system integrated by Vendor.

To ensure the highest level of performance and reliability for Customer infrastructure, Motorola maintains a clear distinction between standard maintenance and specialized network engineering:

- Motorola's current engagement is optimized for the ongoing maintenance and operational health of the systems defined in the Statement of Work (SOW). This allows Motorola's team to provide dedicated, predictable support for Customer's core environment.
- Motorola recognizes the complexity involved in advanced backhaul network engineering. Because these services require specialized design, optimization, and high-level technical oversight, they fall outside the scope of Motorola's standard maintenance agreement.

By treating backhaul engineering as a distinct service, Motorola ensures that these tasks are handled by specialized network engineers with the specific certifications and project-focused time required for such critical infrastructure. This approach prevents the dilution of standard support resources and ensures that complex network shifts receive the dedicated engineering rigor they demand.

#### **5. Security Patch and Update Support**

The system includes Motorola software, firmware, operating system components, and security update services.

If a Vendor-provided, Vendor-recommended, Vendor-tested, or Vendor-deployed update (including Motorola software updates, firmware updates, operating system updates, antivirus updates, or related supported components) results in degradation, instability, or loss of functionality:

- Vendor will assist in rollback procedures if required.
- Vendor will remain engaged until operational functionality is restored.

This provision applies only to updates within Vendor-supported configurations.

Motorola takes a proactive, rigorous approach to system security and stability. To ensure the integrity of the customer's environment, Motorola's patch management strategy is built on a foundation of disciplined validation:

- Before any third-party updates (such as Microsoft OS patches or Antivirus definitions) are deployed, they undergo comprehensive testing within Motorola's dedicated labs. This process is designed to identify and mitigate potential conflicts before they reach Customer production environments.
- Motorola fully stand behind its proprietary software and its documented integrations. However, because third-party manufacturers (e.g., Microsoft) maintain ultimate control over their own source code and its long-term performance, Motorola's support framework follows industry-standard warranty limitations.
- While we provide expert-level support to resolve issues arising from validated patches, Motorola maintains its standard SOW boundaries regarding the financial liability for third-party software behavior. This ensures that resources are focused on high-quality deployment and testing, rather than absorbing the unpredictable financial risks inherent in external software development.

## 6. R56 and Environmental Compliance Clarification

Vendor will provide written documentation of R56 and environmental requirements applicable to the console system prior to final acceptance.

Warranty limitations tied to environmental compliance shall:

- Be specific and objectively measurable.
- Apply only to documented and verified noncompliance.
- Require reasonable evidence that such noncompliance directly caused the failure.

General references to R56 standards shall not automatically void warranty coverage absent documented causal relationship.

To ensure the long-term reliability and safety of the mission-critical equipment provided, Motorola aligns its warranty coverage with established industry engineering standards. Motorola's approach is designed to protect the customer's investment through proactive site health:

- All equipment deployments are designed to operate within environments that meet the National Electrical Code (NEC). Our R56 standards serve as a specialized supplement to the NEC, specifically optimized for the unique grounding and lightning protection requirements of radio tower sites.
- Standard warranty terms are predicated on the equipment operating within these defined environmental specifications. Maintaining a compliant site is the most effective way to prevent hardware failure and ensure uninterrupted service.

- Adherence to R56 and NEC standards is not merely a contractual requirement but a best practice for site resilience. By ensuring the site meets these specifications, the customer minimizes the risk of catastrophic surges or grounding faults that can lead to complex technical disputes. Motorola remains committed to supporting its customers in achieving these standards to ensure that warranty claims can be processed swiftly and without the need for exhaustive forensic proof of environmental causation.

## 7. Major Incident Management

For multi-console outages, system-wide disruptions, or material dispatch impairment:

- Vendor will escalate to appropriate management personnel as needed.
- Vendor will provide a corrective action plan where applicable.

Motorola understands the importance of a timely and comprehensive Root Cause Analysis (RCA) to prevent recurrence and ensure system stability. Motorola's approach to investigations is governed by technical accuracy and cross-vendor coordination:

Quality Over Expediency: Hard-coding a 10-day deadline for a final report can lead to incomplete findings if external vendor data is still pending. By focusing on a thorough investigation process rather than a static calendar date, Motorola ensures that the RCA provides actionable intelligence and a true permanent resolution.

## 8. Go-Live Stabilization Support

During system cutover and for thirty (30) days following final system acceptance:

- Vendor will provide enhanced escalation coordination.
- Vendor will designate a primary support contact for operational coordination.
- Vendor will prioritize incident handling related to newly deployed components.

## 9. Maintenance Fee Adjustments

## 10. Juniper Switching and Routing Support

If Motorola sold the equipment as part of the network, it "may" be covered with some exclusions, they will need to be investigated.

## 11. Platform Migration Protection

Motorola is committed to providing a stable, high-performance roadmap for its solutions. To ensure the customer can plan with confidence, Motorola manages product lifecycles through a transparent and collaborative process:

- The AXS platform is currently at the beginning of its product lifecycle. Based on current projections, Motorola does not anticipate the formal five-year "End-of-Life" countdown to initiate for at least another 10 years. This provides a significant horizon of stability and protected investment for your mission-critical operations.
- Rather than reactive notifications, we facilitate regularly scheduled Lifecycle Review Meetings. These sessions are designed to provide a comprehensive look at upcoming product milestones, software evolution, and hardware roadmaps.

- Motorola's goal is to ensure there are no surprises. Through these dedicated meetings, Motorola works with the customer to align their long-term budgetary and operational goals with Motorola's technology evolution, ensuring a seamless transition well in advance of any sunsetting events.

## 12. Logging System Demarcation (AIS Interface)

The proposal includes Archive Interface Servers (AIS) to support a future customer-provided logging solution.

- To ensure the highest quality of service and clear operational accountability, Motorola maintains a specific demarcation point for the AIS (Audio Interface Server) output:
- Motorola's Statement of Work (SOW) includes the comprehensive verification of the AIS output. This ensures that the data stream leaving Motorola's system is fully functional, formatted correctly, and meeting all technical specifications.
- Motorola's technical responsibility concludes at the AIS interface. Troubleshooting "downstream" elements—such as third-party logging applications, external databases, or the customer-managed networks connecting them falls outside the scope of our core maintenance.

In the event of a suspected downstream issue, Motorola's team will provide the necessary data to confirm that the AIS output is performing as intended. This allows the customer's internal teams or third-party vendors to isolate and resolve issues within their specific infrastructure without ambiguity.

## 13. Network Performance Parameters

To ensure predictable console performance in an IP-based dispatch environment, Vendor will provide written minimum network performance specifications required for proper operation of the CommandCentral AXS system, including:

- Required bandwidth per operator position
- Maximum supported latency
- Maximum supported jitter
- Maximum packet loss thresholds

If console performance degradation occurs and network metrics fall within Vendor's documented thresholds, Vendor will continue troubleshooting as a system-impacting issue and will not attribute the issue solely to backhaul performance.

This section is intended to establish objective technical criteria for console-to-core connectivity.

The ASTRO25 network utilizes multicast networking protocols to reduce the amount of bandwidth required across WAN links. For example, multiple dispatch operators using the same radio resources at the same site all join the multicast tree for that audio from the core (one-to-many communications). The bandwidth required to support the dispatch site is not strictly determined by the number of operators, but by the number of radio resources configured on the consoles and collocated conventional radio resources attached to CCGWs at the site. Additionally, there is some BW allocated for network management, antivirus, etc.

Looking at the SREC network config files for Site#20 (FD9 Dispatch), as configured radio-wise, the Committed Information Rate (CIR) bandwidth is 8040kbps. For Site#21 (Cheney), the Committed Information Rate (CIR) bandwidth is 5424kbps. For planning purposes, I would recommend <10Mbps be anticipated for the new sites. The final BW configuration will be determined by our TNCT based on

the assigned radio resources as discussed above. Motorola spec for Latency/Delay is <40ms end-to-end. Jitter<10ms (Y.1541, 99th percentile). Packet Loss <0.01% end-to-end. The backhaul network must support end-to-end QoS, Layer 2 Priority (i.e, 802.1Q/p) with VLAN ID or Layer 3 Priority (ToS or DSCP), using a minimum of 2 QoS levels.

#### **14. Critical Hardware Replacement Timelines**

For Vendor-supplied critical infrastructure components (including AIS server, dispatch routers, core switches, and console servers):

Motorola's hardware support model is designed to minimize downtime by prioritizing the rapid movement of critical components. To ensure clear expectations regarding transit and availability, Motorola defines its logistics as follows:

- Under Motorola's Advanced Replacement protocol, Motorola's strives to ship Field Replacement Units (FRUs) within 24 hours of a confirmed request, Monday through Friday. While Motorola maintains a robust inventory and aim for same-day shipping whenever possible, formal fulfillment is subject to real-time component availability.
- In alignment with Motorola's Essential Package standards, replacement units are dispatched via two-day air. This ensures a balance of expedited delivery and reliable tracking for all mission-critical hardware.
- To bridge the gap between an incident and the arrival of a replacement unit, Motorola strongly recommends a 5% local spare kit for all primary network components. Maintaining an on-site inventory of critical spares is the most effective way to achieve near-zero downtime, allowing for immediate restoration while the replacement unit is in transit from Motorola's fulfillment center.

#### **15. Certified Configuration Confirmation**

Prior to Final System Acceptance, Vendor will confirm in writing that:

- The deployed configuration is certified under Motorola Systems Integration Testing for the applicable ASTRO core release.
- No "Special Product Features" or non-standard configurations are implemented unless explicitly documented and mutually agreed.
- The configuration will remain supported under the applicable SUA framework.

This section is intended to reduce future upgrade eligibility or support disputes.

#### **16. Upgrade Window Notification**

Where SUA upgrade eligibility windows apply:

- Vendor will provide written notification no less than six (6) months prior to the opening of each eligible upgrade window.
- Vendor will provide a high-level impact summary outlining operational considerations and estimated resource requirements.
- Failure to execute an eligible upgrade during the designated window shall not automatically void support coverage for the existing release.

This section promotes lifecycle planning and avoids inadvertent loss of upgrade eligibility.

## 17. Cybersecurity Vulnerability Notification

To support operational security in a mission-critical public safety environment:

- Vendor shall provide written notification to the City without **undue delay** of confirming a Security Incident, as defined in the DPA that materially affects the deployed version of CommandCentral AXS or associated Vendor-supplied components.
- Subject to the DPA, Notification shall include, if available:
  - Identification of the affected component(s).
  - A summary of the vulnerability and potential operational impact.
  - Severity classification (e.g., CVSS score, where applicable).
  - Recommended mitigation steps.
  - Estimated timeline for corrective patch, update, or remediation guidance.
- Where a Security Incident presents a high or critical severity risk and no immediate patch is available, Vendor shall provide interim mitigation recommendations within the same undue delay notification period if available.

This section applies only to Security Incidents within Vendor-supported configurations and does not require disclosure of sensitive exploit details beyond what is reasonably necessary for risk mitigation.

To ensure full compliance with both technical maintenance and data privacy regulations, Motorola maintains a clear distinction between system updates and security incident reporting:

Motorola's Statement of Work (SOW) includes a proactive process for Patch Notifications. This ensures the customer is informed of validated security updates, vulnerability remediations, and system enhancements as part of Motorola's ongoing maintenance commitment.

Motorola recognizes the criticality of timely reporting in the event of a data breach. Because these notifications are governed by specific regulatory statutes and data privacy laws, they are managed under our formal Data Processing Agreement (DPA) or a separate Privacy Exhibit, rather than a standard technical maintenance SOW.

By separating these functions, Motorola ensures that breach reporting follows the strict legal timelines (such as "undue delay" or specific hour-based windows) required by law. This approach provides the customer with the specialized legal and security oversight necessary for regulatory compliance, while Motorola's maintenance team remains focused on the technical integrity of the system.

## Section 5

# Acceptance Test Plan

## 5.1 AXS Dispatch

### 5.1.1 Activity Log Operation with Resource preview functionality – Trunking

#### 1. DESCRIPTION

The Console activity log will show all inbound radio traffic for the resource assigned to that console to include the time, radio alias, TG, PTT ID and Emergency Call.

The dispatcher has the capability of open resource preview for entry in activity log in order to perform any action for the resource.

The Resource Preview option allows for quick access to resource functionality from Activity Log. It opens a pop-up window with default resource preview from Activity Log entry. All operations are supported from the Resource Preview.

Note: In order to see outbound calls and parallel Consoles calls you need to configure Activity log settings via Admin mode.

#### SETUP

RADIO-1 - TALKGROUP 1

RADIO-2 - TALKGROUP 1

CONSOLE-1 - TALKGROUP 1

**VERSION #1.010**

#### 2. TEST

- Step 1. Make sure the Activity Log tab is available for selected configuration.
- Step 2. Initiate radio communication between RADIO-1 and RADIO-2.
- Step 3. Verify that a new entry appears in the Activity Log. and proper information about time, radio ID/Alias, TG are displayed.
- Step 4. Select the new entry from the Activity Log list and press the resource preview button.
- Step 5. Verify that pop-up window with TALKGROUP 1 resource opened up.
- Step 6. Initiate a Instant Transmit from CONSOLE-1 on TALKGROUP 1 via resource in the pop-up window.
- Step 7. Observe that RADIO-1 and RADIO-3 is able to monitor the call. Dekey the console and have RADIO-1 respond to the call.

Pass \_\_\_\_ Fail \_\_\_\_

## AXS Dispatch

### 5.1.2 Activity Log Operation with Resource preview functionality – Conventional

#### 1. DESCRIPTION

The Console activity log will show all inbound radio traffic for the resource assigned to that console to include the time, radio alias, Channel, PTT ID and Emergency Call.

The dispatcher has the capability of open resource preview for entry in activity log in order to perform any action for the resource.

The Resource Preview option allows for quick access to resource functionality from Activity Log. It opens a pop-up window with default resource preview from Activity Log entry. All operations are supported from the Resource Preview.

Note: In order to see outbound calls and parallel Consoles calls you need to configure Activity log settings via Admin mode.

#### SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1

RADIO-2 - CONVENTIONAL CHANNEL 1

CONSOLE-1 - CONVENTIONAL CHANNEL 1

#### VERSION #1.010

#### 2. TEST

- Step 1. Make sure the Activity Log tab is available for selected configuration.
- Step 2. Initiate radio communication between RADIO-1 and RADIO-2.
- Step 3. Verify that a new entry appears in the Activity Log. and proper information about time, radio ID/Alias, channel are displayed.
- Step 4. Select the new entry from the Activity Log list and press the resource preview button.
- Step 5. Verify that pop-up window with CONVENTIONAL CHANNEL 1 resource opened up.
- Step 6. Initiate a Instant transmit from CONSOLE-1 on CONVENTIONAL CHANNEL 1 via resource in the pop-up window.
- Step 7. Observe that RADIO-1 and RADIO-2 are able to monitor the call. Dekey the console and have RADIO-1 respond to the call.

Pass\_\_\_\_\_ Fail\_\_\_\_\_

## AXS Dispatch

### 5.1.3 AXS Console in Dynamic System Resilience Configuration

#### 1. DESCRIPTION

This feature presents the ability of the AXS console to support the DSR topology.

#### SETUP

SYSTEM is DSR capable

RADIO-1 - TALKGROUP 1

CONSOLE-1 - TALKGROUP 1

**VERSION #1.000**

#### 2. TEST

- Step 1. Make a call from RADIO-1
- Step 2. CONSOLE-1 hears RADIO-1.
- Step 3. End RADIO-2 transmission.
- Step 4. From UNC switch ZC from backup core to active state, e.g. ZC03.
- Step 5. CONSOLE-1 shows for a short period of time that resources go into not affiliated state and return to an affiliated state. RADIO-1 can indicate site trunking for short period of time
- Step 6. Make a call from RADIO-1
- Step 7. CONSOLE-1 hears RADIO-1.
- Step 8. End RADIO-2 transmission.
- Step 9. Verify that Primary UEM and Backup UEM does not show any alarms
- Step 10. From UNC switch ZC from primary core to active state, e.g. ZC01.

Pass \_\_\_\_\_ Fail \_\_\_\_\_

## AXS Dispatch

### 5.1.4 Conventional MultiKey and Key Select

#### 1. DESCRIPTION

The Multikey feature allows a dispatch position to support multiple secure keys on an ASTRO 25 conventional resource. The Key Select feature allows the dispatcher to manually select the secure key the dispatch position uses for console transmissions on a secure-capable ASTRO 25 conventional resource that is using the Multikey feature.

#### SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1 - Secure using CKR 1

RADIO-1 - CONVSITE 1

RADIO-2 - CONVENTIONAL CHANNEL 1 - Secure using CKR 2

RADIO-2 - CONVSITE 1

CONVENTIONAL CHANNEL 1 - ADVANCED SECURENET

CONVENTIONAL CHANNEL 1 - CKR1 default

CONVENTIONAL CHANNEL 1 - CKR2

CONSOLE-1- CONVENTIONAL CHANNEL 1

CONSOLE-1- SITE - CONSITE 1

Note: In admin mode configure CONVENTIONAL CHANNEL 1 on CONSOLE-1 to show Outbound secure key.

#### VERSION #1.000

#### 2. TEST

- Step 1. Initiate a secure conventional call from CONSOLE-1 on CONVENTIONAL CHANNEL 1.
- Step 2. Verify that RADIO-1 is able to monitor the call because it is using the same CKR as the CONSOLE-1 default, but RADIO-1 is not.
- Step 3. Initiate a secure conventional call from RADIO-2 on CONVENTIONAL CHANNEL 1.
- Step 4. Verify that CONSOLE-1 is able to monitor the call, but RADIO-1 is not. CONSOLE-1 shows outbound secure key CKR2 on a resource header
- Step 5. Initiate a secure conventional call from RADIO-1 on CONVENTIONAL CHANNEL 1.
- Step 6. Verify that CONSOLE-1 is able to monitor the call, but RADIO-2 is not. CONSOLE-1 shows outbound secure key CKR1 on a resource header
- Step 7. Change Secure Key to CKR2. Initiate a secure conventional call from CONSOLE-1 on CONVENTIONAL CHANNEL 1.
- Step 8. Verify that RADIO-2 is able to monitor the call because it is using the same CKR as the one set on the CONSOLE-1, but RADIO-1 is not.

Pass \_\_\_\_ Fail \_\_\_\_

## AXS Dispatch

### 5.1.5 Emergency Alarm and Call Display Description

#### 1. DESCRIPTION

Users in life threatening situations can use the emergency button on the radio to send an audible alarm and a visual alarm signal to a console operator in order to request immediate system access to a voice channel for an emergency call.

An emergency alarm begins after the radio user presses the radio's emergency button. Pressing the emergency button places the radio in "emergency mode". To begin an emergency call, the radio user must press the radio's PTT button while in "emergency mode." The assigned voice channel will be dedicated to the emergency caller's talkgroup for an extended period of time, equal to the Message Hang Time plus the Emergency Hang Time. As with other call types, emergency calls can operate across sites as well as within the same site.

#### SETUP

RADIO-1 - TALKGROUP 1

CONSOLE-1 - TALKGROUP 1

CONSOLE-2 - TALKGROUP 1

#### VERSION #1.010

#### 2. TEST

- Step 1. Initiate an Emergency Alarm from RADIO-1.
- Step 2. Observe the Emergency from RADIO-1 is received at CONSOLE-1 for TALKGROUP 1.
- Step 3. Acknowledge the Emergency at the operator position. Verify CONSOLE-2 receives notification that the call has been acknowledged.
- Step 4. Initiate a call with RADIO-1 to initiate an Emergency call.
- Step 5. Observe CONSOLE-1 and CONSOLE-2 can monitor RADIO-1
- Step 6. Clear the Emergency from CONSOLE-1 on TALKGROUP 1.
- Step 7. End the Emergency Alarm from RADIO-1.

Pass \_\_\_\_ Fail \_\_\_\_

## AXS Dispatch

### 5.1.6 Instant Recall Recorder (IRR) Operation

#### 1. DESCRIPTION

The Instant Recall Recorder (IRR) allows for audio from a radio call to be played back at the CC HUB Console position. Playback recorded audio is accessible via the Activity Log tab. Audio is kept for 24 hours and then it is flushed out. Audio is recorded on all resources affiliated with the dispatch position.

#### SETUP

RADIO-1 - TALKGROUP 1

RADIO-2 - TALKGROUP 1

CONSOLE-1 - TALKGROUP 1

Note: In order to see outbound calls and parallel Consoles calls you need to configure Activity log settings via Admin mode.

#### VERSION #1.010

#### 2. TEST

- Step 1. Make sure Activity Log tab is available for selected configuration.
- Step 2. Initiate radio communication between RADIO-1 and RADIO-2.
- Step 3. Verify a new entry appears in the Activity Log.
- Step 4. Select the new entry from the Activity Log list.
- Step 5. Press play and verify conversation replay.

Pass\_\_\_\_ Fail\_\_\_\_

## AXS Dispatch

### 5.1.7 Patch Operation – Conventional

#### 1. DESCRIPTION

The Patch feature allows more than one Radio Resource to be grouped simultaneously. This can be used for temporarily merging two or more channels/frequencies together to act as one larger group. Telephones and radio resources can be patched together. In a patch group, the members can receive messages from the console and they can transmit to all other members of the patch group.

#### SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1

RADIO-2 - CONVENTIONAL CHANNEL 2

CONSOLE-1 - CONVENTIONAL CHANNEL 1 and  
CONVENTIONAL CHANNEL 2

#### VERSION #1.010

#### 2. TEST

- Step 1. To add resources to patch enter the settings button on patch (3 dots) and choose the option Edit. Edited patch expands and search field appears together with a list of available resources. On affiliated resources appears a plus sign.
- Step 2. Press plus sign on CONVENTIONAL CHANNEL 1 and CONVENTIONAL CHANNEL 2. CONVENTIONAL CHANNEL 1 and CONVENTIONAL CHANNEL 2 are added to patch and shown on a patch list. Plus sign of resources in patch turns into minus sign.
- Step 3. End patch edit mode by pressing the Done button. Plus/minus sign disappears from the resources. Patch transmit button appears.
- Step 4. Press and hold the "Patch Transmit" icon to initiate the patch transmission.
- Step 5. Verify that the RADIO-1 and RADIO-2 monitor the console outbound audio.
- Step 6. Verify that RADIO-1 can communicate with RADIO-2 even though they are on separate channels.
- Step 7. To knock down the patch, enter the settings button on patch (3 dots ) and choose option clear patch list. All resources are removed from the patch.

Pass\_\_\_\_ Fail\_\_\_\_

## Section 6

# Training Plan

## 6.1 Training Overview

Partnering with Motorola Solutions will enable the City of Spokane to build personnel competency and maximize return on investment.

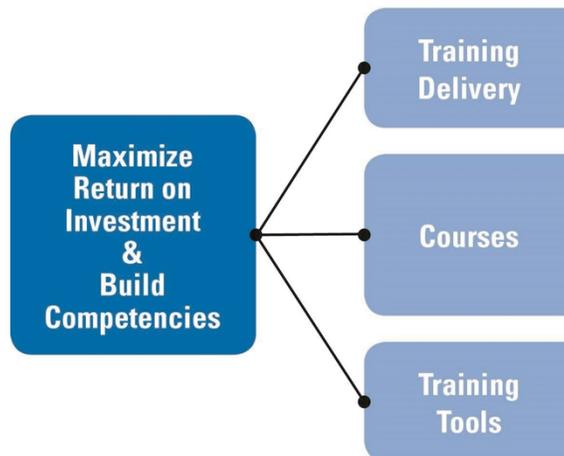
Effective training ensures successful implementation and use of your communications system by all personnel for the life of the system. The training plan furnished to the City of Spokane is comprised of targeted coursework developed and delivered by our expert instructors. This plan, included below, will effectively provide the City of Spokane's personnel with a comprehensive understanding of the proposed system and user equipment.

We will collaborate with the City of Spokane to tailor a final training plan to enable the City of Spokane's organization to operate, configure, and manage the proposed solution effectively and efficiently.



## 6.2 Motorola Solutions Training

Motorola Solutions provides an expanding portfolio of training delivery methods, tools, and courses to support the training needs of our customers. The figure below shows the elements of our training methodology that qualify us as the leader in the communications training industry.



**Figure 6-1: Build the competencies of the City of Spokane personnel and maximize your return on investment with Motorola Solutions' expanding portfolio of training delivery methods, tools, and courses.**

## 6.2.1 Training Delivery

### Training Methods

Motorola Solutions’ training experience and expertise enables our customers to gain the training they need to use during critical times in a variety of methods. As shown in the figure below, we offer three interactive methods of training: Online Self-Paced, Virtual Instructor-Led, and Instructor-Led.



**Figure 6-2: Motorola Solutions offers a variety of interactive training methods that cater to different learning techniques, allowing more effective ways to give personnel the skills they need.**

These training approaches ensure our customers receive the understanding they need for the practical aspects of their jobs.

### Delivery Options

#### Field

Field class delivery is “tailored” to the customer’s specific system. We are providing classes which are not offered as standard “Open Resident” classes at our training facilities. The students benefit from working on their own systems, at their home location and within their schedules.

#### Motorola Facility

Resident classes are open to all Motorola customers, seating is based on availability, and participant guides and required pre-work when applicable are included in the tuition. These courses are comprehensive and are not tailored to any one customer’s system. Students benefit from other students’ experiences and are allowed to take systems out of service. These courses provide optimal “hands-on” training.

## **Motorola Facility Closed Sessions-Customer Specific**

Special Resident classes are closed sessions for a particular Motorola Solutions customer. The customer is essentially renting the classroom. These courses are tailored to the customer's system as much as possible. The instructor will require the customer's system diagrams prior to the class taking place. The students will receive their ASTRO 25 IV&D manuals on CD-ROM and hard copy participant guides. Class manuals, participant guides, and required pre-work are included in the pricing of the class per student. The students are allowed to take systems out of service, which provides optimal "hands-on" training.

## **Motorola Solutions Instructors**

We have approximately 40 instructor resources distributed across North America. These instructors are available to train customers in our Technical Training Center located in Schaumburg, Illinois, while specific training courses are available at our facility in Plantation, Florida. Training can also be delivered directly on-site at customer locations. All instructors undergo an Instructional Skills and Technical Knowledge Program, which is a globally-recognized training and instructor assessment program.

## **Consultative Services**

Motorola Solutions provides consultative services for our customers, which includes personalized training plans and other training-related services. Our dedicated training consultant team works with our customers and Motorola Solutions account teams to identify and meet the training needs of technical, administrative end users, and other audiences.

## **6.2.2 Training Courses**

Motorola Solutions offers a wide range of training courses to help our customers improve their proficiency with our expanding portfolio and get the most from their training system.

Our specialized courses/curriculums are designed for our customers' role. Whether they are an administrator, technician or user, Motorola Solutions makes sure our customers are equipped with foundational and advanced skills.

General overviews of product and/or solution training offered are listed below:

### **Foundational Radio and Networking Training**

Foundational Radio and Networking training provides new hires or staff from different skilled backgrounds fundamental knowledge. Some of these courses are online/self-paced while others are instructor led. Some topics include: Radio System Basics, Basic Networking, Communication System Concepts, Networking Essentials and Applied Networking. This allows Motorola Solutions to offer training before installation, during installation and after your solution is operational.

### **ASTRO 25 Infrastructure Training Courses**

ASTRO 25 Infrastructure Training provides participants with a full curriculum that will enable them to maintain/service the new solution, and will give them the skills required to manage and operate the solution to obtain its fullest potential and capabilities.

### **ASTRO 25 Patch Management Training Course**

ASTRO 25 Patch Management Training provides ASTRO 25 Land Mobile Radio (LMR) system administrators the information needed to access and patch their radio network infrastructure, update antivirus definitions, and review log files.

## Console Training Courses

Console Training provides participants with a curriculum that will enable them to obtain a high-level understanding of the system configuration, general console operation, how to perform basic tasks, operating procedures for specific features, and the knowledge and skills necessary to manage and maintain the system.

## Mobile and Portable Radio Training Courses

Mobile and Portable Radio Training provides participants with an introduction to the radio, the knowledge and skills necessary to perform basic radio operation, common operational tasks, operating procedures for specific features of the radio, and technical programming and maintenance of radios.

## MOTOTRBO Training Courses

MOTOTRBO Training provides participants with a full curriculum that will enable them to maintain/service the new solution, and will give them the skills required to manage and operate the solution to obtain its fullest potential and capabilities.

## CallWorks Training Courses

CallWorks Training provides participants with an overview of the components and functionality of the main application, operation, troubleshooting, a high-level understanding of the software, and configuration and maintenance of components of the CallWorks solution.

## PremierOne Training Courses

PremierOne Training provides participants with sufficient knowledge of the PremierOne solution and its tools, giving them the skills necessary to operate and maintain the PremierOne solution.

## LTE Training Courses

LTE Training provides participants a high-level understanding of the Public Safety LTE system and the network elements that comprise the system. Participants will gain knowledge of LTE architecture, signaling, system administration, and applied networking.

## WAVE Training Courses

WAVE Training provides participants with an overview of the WAVE solution. It offers a basic understanding of how WAVE delivers a Radio-over-IP solution; describes features, hardware, and software requirements; how to use applications; and provides instruction in designing, integrating, and troubleshooting the WAVE solution.

## 6.2.3 Training Tools

### Training Kits

Training kits are essential suitcase equipment, labs and exercises that apply to some of the ASTRO, MOTOTRBO, WAVE and LTE solutions. These kits are used in addition to equipment, in order to prevent solution downtime while training is conducted. As part of specific on-site classes, shown in Table 6-1, kits are included and shipped to our customers to allow students an in-depth, hands-on experience.

**Table 6-1: Field Classes Training Kit Availability**

Field Classes Training Kit Availability	
Networking Essentials	Server Virtualization
Applied Systems Networking	WAVE Certified Integration Engineer
Domain Controller	MOTOTRBO™ Systems Applied Networking

### Tracking and Evaluation

All customer training is tracked and evaluated. The Project Manager and training team tracks and records all courses completed through the implementation of the project. Surveys are given to trainees to evaluate the trainers. Feedback is given and placed on our customer shared website.

### End User Training Kit (EUTK)

The End User Training Kit is a knowledge-transfer tool designed to accelerate learning through customizability. Using the EUTK allows trainers to customize user/operator training to match unique button, feature programming, and displays provided in the system and radio codeplug. These tailored materials are developed by Motorola Solutions trainers using training kits that allow customer trainers to modify training materials when radio or console features change. Personnel are taught how to maneuver through and tailor the EUTK screens. The tailored selections are saved to an electronic file that the Motorola Solutions training team provides to the customer.

For a more detailed view of the training Motorola Solutions provides, please see our Product and System Technical Training Course Catalog: <https://learning.motorolasolutions.com>

## 6.3 Proposed Training Overview for the City of Spokane

In order to achieve the training goals identified by the City of Spokane, we propose the following courses.

It is necessary that participants bring their laptop computers for all system administrator and technician classes. Materials will be delivered electronically.

Note: The Customer's installed and operational system is required for training.

### 1.3.1 Console Operator and Supervisor Training Plan

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
<b>CommandCentral AXS Dispatch Console ADMIN and CommandCentral AXS Dispatch Console Operator 16</b> training consoles Ratio: 2 per training console (Instructor-led)	Console Supervisors	1  (8-hour Session)	1 day	Spokane, WA	Prior to training Operators	4
<b>CommandCentral AXS Dispatch Console Operator 16</b> training consoles Ratio: 2 per training console (Instructor-led)	Console Operators	3  (4-hour Sessions)	1.5 days	Spokane, WA	Prior to System Usage	24  (8 per Session)

### 6.3.1 Course Descriptions for the City of Spokane

Course descriptions for the City of Spokane are included on the following pages.

#### 6.3.1.1 CommandCentral AXS Dispatch Console Administrator

<b>Course Synopsis and Objectives:</b>	<p>This course provides students with an introduction to the Command Central AXS dispatch console, its basic operation and tailored job aids which will be available for assistance in administration. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console administration. The students will be able to operate, administer and configure a CommandCentral AXS Dispatch position for daily use within an organization.</p> <p>By the end of the course, the student will be able to:</p> <ul style="list-style-type: none"> <li>Describe the purpose of the CommandCentral AXS Dispatch application</li> <li>Identify the hardware components that make up the dispatcher position</li> <li>Identify elements that make up the menu and toolbar structure within the Dispatch software</li> <li>Perform administrator operations:                             <ul style="list-style-type: none"> <li>Configuring dispatch screen layouts</li> <li>Configure various peripheral devices for use with a dispatch position (e.g., speakers, microphone, headsets, footswitch)</li> </ul> </li> </ul>
<b>Delivery Method:</b>	ILT – Instructor-led training

<b>Duration:</b>	4 hours – CommandCentral AXS Dispatch Console Operator plus 4 hours – CommandCentral AXS Dispatch Console Administrator
<b>Participants:</b>	Dispatch Console Administrators, Console Service Personnel.
<b>Class Size:</b>	Based on number of Training Consoles available (2 students per Console)
<b>Prerequisite:</b>	None
<b>Curriculum:</b>	Course Modules: <ul style="list-style-type: none"> <li>▪ CommandCentral AXS Console Basics</li> <li>▪ CommandCentral AXS Software Administration</li> </ul>

### 6.3.1.2 CommandCentral AXS Dispatch Console Operator

<b>Course Synopsis and Objectives:</b>	<p>This training has been designed for new users of the CommandCentral AXS Dispatch Console. It provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation.</p> <p>After completing this training course, you will be able to:</p> <p>Perform basic operational tasks of the dispatch console.</p> <ul style="list-style-type: none"> <li>▪ Utilize the provided job aids to perform specific tasks associated with the console.</li> <li>▪ Understand a high-level view of the system configuration.</li> <li>▪ Understand a high-level overview of the customer system configuration.</li> <li>▪ Understand general console operation.</li> <li>▪ Understand proper operating procedures for specific customer features.</li> </ul>
<b>Delivery Method:</b>	ILT – Instructor-led training
<b>Duration:</b>	4 hours
<b>Participants:</b>	Dispatch Console Operators and Supervisors who perform the daily operations of the CommandCentral AXS Dispatch Console.
<b>Class Size:</b>	Based on number of Training Consoles available (2 students per Console)
<b>Prerequisite:</b>	None
<b>Curriculum:</b>	Course Modules: <ul style="list-style-type: none"> <li>▪ AXS Dispatch Console Basics</li> <li>▪ Radio Transmission</li> <li>▪ Group Operations</li> <li>▪ Emergency Alarms</li> <li>▪ Customizing User Interface During a Dispatch Session</li> <li>▪ Peripheral Configuration Tool</li> <li>▪ Simulations</li> </ul>

Section 7

# Pricing Summary

## 7.1 Pricing

Description	Price
Main Offering Equipment	\$2,943,311
HGAC Equipment Discount	(\$488,796)
Total Main Offering Equipment after Discounts	\$2,454,515
System Implementation including Warranty and Freight	\$1,381,547
<b>Main Offering System Total Pricing</b>	<b>\$3,836,062</b>

### Maintenance Pricing (Excluding Tax)

Description	Year 2	Year 3	Year 4	Year 5
Essential Plus Services with Network Monitoring and RSUS	\$138,071	\$143,599	\$149,344	\$155,321

### Lifecycle (SUA II) Pricing (Excluding Tax)

Description	Year 2	Year 3	Year 4	Year 5
Life Cycle Services	\$75,236	\$76,795	\$78,418	\$80,105

**A Technology Credit of \$840,000 can be used toward Motorola products. Technology Credit cannot be used for purchasing system implementation/civil work, third-party equipment, or used to pay any open invoices due to Motorola Solutions. This Technology Credit expires six months from the contract execution date (effective date) and must ship in 2026.**

## 7.2 Payment Terms

The Contract Price in U.S. dollars is \$4,732,951.

Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Motorola reserves the right to make partial shipments of equipment and invoice for partial shipment. Overdue invoices will bear simple interest at the maximum allowable rate.

Motorola Solutions will use the following major milestones of the project for financial billing:

Main Offering System Purchase (excluding Subscribers, if applicable):

1. 25% of the Main Offering System Purchase due upon Contract Execution (due upon effective date);
2. 60% of the Main Offering System Purchase due upon shipment of equipment from Staging;
3. 10% of the Main Offering System Purchase due upon installation of equipment; and
4. 5% of the Main Offering System Purchase due upon Final Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

For Lifecycle Support Plan and Subscription Based Services: Motorola will invoice Customer annually in advance of each year of the plan.

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment. Any adjustments of price will be in accordance with the provisions set forth in the HGAC Contract No. RA05-21.

## Section 8

# Contractual Documentation

This proposal is subject to the terms and conditions outlined in the enclosed HGAC Communications System and Services Agreement (“H-GAC CSSA”) which incorporates the H-GAC RA05-21 cooperative purchasing agreement. The City of Spokane may accept this proposal by providing Motorola Solutions with a signed copy of the HGAC CSSA and a signed purchase order that specifically references “PO is subject to Motorola’s proposal dated March 2, 2026, and the terms and conditions of the H-GAC CSSA attached to Motorola’s proposal.” This offer is **valid through March 16, 2026**, and kindly requests the customer’s willingness to receive equipment as early as March 31, 2025.

## H-GAC Communications System and Services Agreement

Motorola Solutions, Inc. (“Motorola”) and **City of Spokane, Spokane Fire Department** (“Customer”) enter into this “Agreement,” pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Customer desires to purchase Products; and

WHEREAS, Motorola desires to sell Products to Customer; and

WHEREAS, Houston-Galveston Area Council (“H-GAC”), acting as the agent for various local governmental entities who are “End Users” under interlocal agreements (including the Customer) has solicited proposals for communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract No. RA05-21 executed on September 28, 2021, (the “H-GAC Contract”), which provided that End Users may purchase communications and related Equipment, Licensed Software, and Services from Motorola pursuant to certain terms contained therein;

WHEREAS, the H-GAC Contract is located at the following address:  
<https://www.hgacbuy.org/contracts/documents?contractid=124>; and

WHEREAS, pursuant to Motorola Special Provisions, Articles 2 and 6 of the H-GAC Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of communications and related equipment and services from Motorola by the Customer. For good and valuable consideration, the Parties agree as follows:

### 1. Agreement.

- 1.1. **Scope; Agreement Documents.** This H-GAC CSSA governs Customer’s purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this H-GAC CSSA (each an “**Addendum**”, and collectively the “**Addenda**”). This H-GAC CSSA, the applicable Addenda, and Proposal collectively form the Parties’ “**Agreement**”.
- 1.2. **Order of Precedence.** In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the H-GAC CSSA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

### 2. Definitions.

“**Authorized Users**” means Customer’s employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“**Change Order**” means a written amendment to this Agreement after the Effective Date.

“**Communications System**” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

**“Contract Price”** or **“Fees”** means the charges applicable to the Products, including the H-GAC administrative fee, but excluding applicable sales or similar taxes and freight charges.

**“Confidential Information”** means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

**“Customer Data”** has the meaning given to it in the DPA.

**“Customer-Provided Equipment”** means components, including equipment and software, not provided by Motorola which may be used with the Products.

**“Data Processing Addendum”** or **“DPA”** means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

**“Delivery”** means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

**“Documentation”** means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

**“Equipment”** means hardware provided by Motorola.

**“Equipment Lease-Purchase Agreement”** means the agreement by which Customer finances all or a portion of the Contract Price.

**“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

**“Integration Services”** means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

**“Licensed Software”** means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

**“Lifecycle Management Services”** or **“LMS”** means upgrade services as set out in the applicable Proposal.

**“Maintenance and Support Services”** means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

**“Motorola Data”** means data owned by Motorola and made available to Customer in connection with the Products;

**“Motorola Materials”** means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has

developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

**“Non-Motorola Materials”** means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

**“Proposal”** means solution descriptions, pricing, equipment lists, statements of work (**“SOW”**), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan (**“ATP”**); a **“Payment”** Form (Communications System purchase only); or a **“System Acceptance Certificate”** (Communications System only), depending on the Products purchased by Customer.

**“Products”** or **“Product”** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as **“Products”**, or individually as a **“Product”**).

**“Professional Services”** are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

**“Prohibited Jurisdiction”** means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

**“Services”** means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

**“Service Completion Date”** means the date of Motorola’s completion of the Services described in a Proposal.

**“Service Use Data”** has the meaning given to it in the DPA.

**“Site”** or **“Sites”** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

**“Software-as-a-Service”** or **“SaaS”** means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

**“Software System”** means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

**“Subscription”** means a recurring payment for Products, as set out in the Proposal.

**“Subscription Services”** or **“Recurring Services”** means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

**“Term”** means the term of this H-GAC CSSA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the H-GAC CSSA is earlier terminated as set forth herein.

### 3. Products and Services.

- 3.1. Products.** Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the [Software License Agreement](#).
- 3.2. Services.**
- 3.2.1.** Motorola will provide Services, to the extent set forth in this Agreement.
- 3.2.2.** Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the [Maintenance, Support and Lifecycle Management Addendum](#).
- 3.2.3.** Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.
- 3.2.4.** Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.
- 3.2.5. Professional Services**
- 3.2.5.1.** Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.
- 3.3. Additional Product Terms.** If the Products include one of the following Products or Product types, additional terms apply as found in the below links:
- [AI Terms](#)
- [Comparison Manager](#)
- [Data licensed from Motorola](#)
- [Drone related Products](#)
- [Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)
- 3.4. Non-Preclusion.** If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.5. Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 3.6. Documentation.** Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

- 3.7. Motorola Tools and Equipment.** As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.
- 3.8. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.
- 3.9. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.
- 3.10. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

#### **4. Term and Termination.**

- 4.1. Term.** The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.
- 4.1.1. Subscription Terms.** Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "**Initial Subscription Period**") and, unless otherwise stated in the Proposal, will renew for additional twelve (12) month periods upon agreement of the Parties (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.
- 4.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.
- 4.3. Termination for Non-Appropriation.** In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty

(30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

- 4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.
- 4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.
- 4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.
- 4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

## 5. Payment, Invoicing, Delivery and Risk of Loss

- 5.1. The Contract Price of \$4,732,951, which includes the H-GAC administrative fee, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of the Motorola/H-GAC Contract No. RA05-21. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

- 5.3. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.
- 5.4. Invoicing.** Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.
- 5.5. Payment.** Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's Delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future Deliveries of Products if Customer fails to make any payments when due.

- 5.6. INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

E-INVOICE. To receive invoices via email:

Customer Account Number: **1000250366**  
Customer Accounts Payable Email: \_\_\_\_\_  
Customer CC (optional) Email: \_\_\_\_\_

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Customer may change this information by giving written notice to Motorola.

- 5.7. Delivery, Title and Risk of Loss.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack

the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, Delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

- 5.8. Delays.** Any shipping dates set forth in a Proposal are approximate. While Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for Delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.
- 5.9. Future Regulatory Requirements.** The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.
- 5.10. Resale of Equipment.** Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

## **6. Sites; Customer-Provided Equipment; Non-Motorola Materials.**

- 6.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.
- 6.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- 6.3. Site Issues.** Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select

a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

- 6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials require access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.
- 6.6.** Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 6.7.** Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.
- 6.8. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.
- 6.9. Prohibited Use.** Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. API and Client Support.** Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without

notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

## 7. Representations and Warranties.

- 7.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2. System Warranty.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").
- 7.3. Communications Systems.** During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.
- 7.4. SaaS.** SaaS Products do not qualify for the System Warranty above.
- 7.5. Motorola Warranties - Services.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.
- 7.6. Motorola Warranties - Equipment.** Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.
- 7.7. Warranty Claims; Remedies.** To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

- 7.8. Pass-Through Warranties.** Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 7.9. WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED “AS IS” AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER’S PARTICULAR REQUIREMENTS.
- 7.10. ADDITIONAL WARRANTY EXCLUSIONS.** NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER’S OR ANY AUTHORIZED USER’S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

## **8. Indemnification.**

- 8.1. General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding (“Claim”) for personal injury, death, or direct damage to tangible property to the extent caused by Motorola’s negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer’s negligence or willful misconduct. Motorola’s duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.
- 8.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the “Infringing Product”) directly infringes a United States patent or copyright (“Infringement Claim”), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola’s duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.
- 8.2.1.** If an Infringement Claim occurs, or in Motorola’s opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit

for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

- 8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 8.2.3.** This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

**8.3. Customer Indemnity.** To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

## **9. Limitation of Liability.**

**9.1.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED 1.5 TIMES THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

**9.2. EXCLUSIONS FROM LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

**9.3. Statute of Limitations.** Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

## **10. Confidentiality.**

**10.1. Confidential Information.** Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's [Confidentiality Terms](#) apply to information shared between the Parties.

## **11. Proprietary Rights; Data; Feedback.**

**11.1. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

**11.2. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.

- 11.3. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.
- 11.4. Improvements; Products and Services.** The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

## **12. Acceptance**

- 12.1. Communications System Acceptance.** Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with "Beneficial Use" defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

## **13. Force Majeure; Delays Caused by Customer.**

- 13.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.
- 13.2. Delays Caused by Customer.** Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

- 14. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

- 14.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.
- 14.2. Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice

of Dispute”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola’s intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

**14.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

## **15. General.**

**15.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users’ use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users’ use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

**15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party (“Auditor”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer’s usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

**15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

**15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.
- 15.12. Entire Agreement.** This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this H-GAC CSSA as of the Effective Date.

**Motorola Solutions, Inc.**

**Customer: Spokane Fire Dept, City of Spokane**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Forbes, Mike

---

**From:** Michael DeBenedetti <michael.debenedetti@motorolasolutions.com>  
**Sent:** Friday, February 20, 2026 06:06  
**To:** Forbes, Mike  
**Cc:** Kevin Haight; Roy Kyser  
**Subject:** Motorola Solutions Proposal Extension

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Chief Forbes,

As a vice-president from Motorola Solutions, this email officially approves extending our current pricing until March 27, 2026. If you have any questions or concerns, please let us know. Thank you.

Mike De Benedetti

**Mike De Benedetti**

Territory Vice-President  
Motorola Solutions, Inc.

**M.** 510-772-2992

**E.** [michael.debenedetti@motorolasolutions.com](mailto:michael.debenedetti@motorolasolutions.com)

[Find Me on LinkedIn](#)



For more information on how and why we collect your personal information, please visit our [Privacy Policy](#).



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
02/13/2026

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).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Motorola Solutions, Inc. Attn Stephanie Lampi 500 West Monroe Chicago IL 60661 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Liberty Mutual Fire Ins Co		23035
	INSURER B: Liberty Insurance Corporation		42404
	INSURER C: Lexington Insurance Company		19437
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER:** 570117996380      **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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		TB2641005169075	07/01/2025	07/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-641-005169-015	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA764D005169085 All other states WC7641005169095 WI	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	E&O - Miscellaneous Professional-Primary			016006739 Professional/Cyber/E&O SIR applies per policy terms & conditions	07/01/2025	07/01/2026	Each Claim \$1,000,000 Aggregate \$1,000,000

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 policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane 808 W Spokane Falls Blvd Spokane WA 99201 USA	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  <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

570117996380

Certificate No :





### License Information:

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

**Entity name:** MOTOROLA SOLUTIONS, INC.

**Business name:** MOTOROLA SOLUTIONS, INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 600-107-184

**Business ID:** 001

**Location ID:** 0004

**Location:** Active

**Location address:** 500 W MONROE ST  
FL 44  
CHICAGO IL 60661-3781

**Mailing address:** 205 N MICHIGAN AVE  
STE 4150  
CHICAGO IL 60601-5943

**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
<a href="#">Bremerton General Business - Non-Resident</a>	05180			Active	Feb-28-2026	Feb-14-1970
<a href="#">Kelso General Business - Non-Resident</a>	A040589			Active	Feb-28-2026	Oct-04-2006
<a href="#">Richland General Business - Non-Resident</a>				Active	Feb-28-2026	Apr-10-2024
<a href="#">Spokane General Business - Non-Resident</a>				Active	Jan-31-2027	Jan-27-2026
<a href="#">Tukwila General Business - Non-Resident</a>				Active	Feb-28-2026	Sep-30-2020